# CUSTOMER CONTRACT REQUIREMENTS CH-47SD Upgrade CUSTOMER CONTRACT SA/CONT/607/2009

# CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

## **1.** The following prime contract special provisions apply to this purchase order:

#### 1. EXPORT

1.1 The Contractor shall comply with all governmental regulations and obtain and maintain all necessary export licences or other approvals from the relevant authorities in the country of origin for those Articles and Documentation to be exported to Singapore for the timely performance of the Contract. In particular, Boeing shall obtain the necessary export licences before any export controlled data or services are provided. Contractor shall use reasonable efforts to minimise the provisos or limitations on the export licenses. All related fees incurred shall be deemed to be included in the Contract Price.

## 2. <u>GIFTS, INDUCEMENTS AND REWARDS</u>

- 2.1 The Buyer may terminate this Contract if the Seller or any person employed by him or acting on his behalf has done any act or omission which contravenes any law for the suppression of corrupt practices. Upon a showing of cause by Buyer, the Seller shall be liable for any actual costs, expenses or damage incurred by the Buyer as a result of the aforesaid actions and/or termination of the Contract under this clause.
- 2.2 For the purpose of this clause, the offering or payment of monetary remuneration as agency fees to the Seller's officially appointed agents in the Republic of Singapore shall not be construed as being a contravention of this clause.

## 3. <u>SUBCONTRACT</u>

3.1 The Seller, by subcontracting any part of the work under the Contract, shall not be relieved of its liabilities or obligations under the Contract, and shall be responsible for all Subcontractors.

# 4. <u>CONFIDENTIALITY AND SECURITY</u>

4.1 The Seller shall upon notification by the Buyer submit to the Buyer for security vetting, the names and particulars of all personnel (including personnel from the Seller, its subcontractors, suppliers and agents) who will be involved in the performance of the Contract.

# 5. <u>LANGUAGE</u>

All information delivered under the Contract shall be written in English. Where such documentation is a translation into the English language, such translation shall be accurate and faithful to the original. All oral communications shall be in English.

## 6. <u>APPLICATION OF WORKPLACE SAFETY & HEALTH ACT</u>

For the purposes of the Contract, Seller's employees, agents and subcontractors when conducting work in Singapore shall comply with the applicable provisions of the Workplace Safety & Health Act and the regulations and codes of practice issued thereunder.

## 7. <u>MATERIAL MANAGEMENT DATA</u>

Supplier will furnish to Buyer, in accordance with the delivery date as defined in the Procurement Contract, the list of data deliverables the Material Management Data of those Articles Supplier is providing, to the extent that such data is available to Supplier. If the data is not available, Supplier shall notify Buyer as soon as practicable.