

THE CONTRACT WITH BUYER is supplemented by the following additional clauses. For this supplement, “Buyer” means the entity of The Boeing Company, its affiliates, divisions, or wholly owned subsidiaries that are a party to the Contract. To the extent that this supplement contains the terms “including,” “include,” “in particular,” “such as,” or similar expressions, they shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1. ENGLISH LANGUAGE

- a) The Parties agree that the Contract, as well as all contractual documents, correspondence, invoices, notices, and other documents, shall be in American English. Any necessary conversations shall be in English. Buyer shall determine whether measurements will be in the English or metric system or a combination of the two. Seller shall not convert measurements that Buyer has stated in the English system into the metric system in documents furnished to Buyer.
- b) The parties acknowledge and agree that the Contract and its essential terms and conditions have been freely negotiated by and voluntarily agreed to by each Party, and the Parties thus acknowledge and agree that the Contract is and shall be construed at all times and under all applicable law as a negotiated agreement (*contrat de gré à gré*), and not as a contract of adhesion. Consequently, the parties have agreed that the Contract be drafted in English only. *Les parties reconnaissent et conviennent que le Contrat ainsi que ses modalités et conditions essentielles ont été librement négociées et volontairement acceptées par chacune des parties, et donc les parties reconnaissent et conviennent que le Contrat est et doit être interprété en tout temps comme un contrat de gré à gré en vertu de toute loi applicable, et non pas comme un contrat d'adhésion. Par conséquent, les parties ont convenu que le Contrat soit rédigé en anglais seulement.*

2. UNITED STATES CURRENCY

Unless otherwise specified elsewhere herein, all prices and payments shall be in the currency of the United States (U.S. dollars), with no prices or payments adjusted for changes in currency exchange rates.

3. IMPORT/EXPORT

- a) Purchase orders issued pursuant to the Contract shall specify the applicable International Commercial Terms of Sale (Incoterms) and the United States importer of record for all items procured under the Contract.
- b) Both parties shall comply with all applicable export, import and sanctions laws, regulations, orders, and authorizations, as they may be amended from time to time, applicable to the export (including re-export) or import of goods, software, technology, or technical data (Items) or services, including the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), regulations and orders administered by the Treasury Department's Office of Foreign Assets Control and Forced Labor and any duty of care laws (collectively Export/Import Laws).
- c) The Party conducting the export or import shall obtain all export or import authorizations which are required under the Export/Import Laws for said Party to execute its obligations under the Contract. Each Party shall reasonably cooperate and exercise reasonable efforts at its own expense to support the other Party in obtaining any necessary licenses or authorizations required to perform its obligations under the Contract. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end-user and retransfer certificates.
- d) The Party providing Items or services under the Contract shall, upon request, notify the other Party of the Items or services' export classification (e.g., the Export Control Classification Numbers or United States Munitions List category and subcategory) as well as the export classification of any components or parts thereof if they are different from the export classification of the Item at issue. The Parties acknowledge that this representation means that an official capable of binding the Party providing such Items or services knows or has otherwise determined the proper export classification. Each Party agrees to reasonably cooperate with the other in providing, upon request of the other Party, documentation or other information that supports or confirms this representation

4. DUTY FREE/SPECIAL TARIFF PROGRAMS/FREE TRADE AGREEMENTS

- a) In addition to the required commercial invoice, packing list and bill of lading, Seller shall provide required documentation to support duty free, free trade or special tariff programs or free trade agreements as applicable prior to shipping to the United States. Examples of Free Trade Agreements and Special Tariff Programs used by Buyer are as follows:
 - 1) **Free Trade Agreements**
 - (i) Single shipment or blanket Certificate of Origin and/or applicable declaration statement on company letterhead or affixed to the Commercial Invoice as required by the specific free trade agreement regulations. (e.g. United States Mexico Canada Agreement (U.S.MCA), United States-Israel Free Trade Agreement (IFTA), United States-Singapore Free Trade Agreement (SFTA), U.S.-Australia Free Trade Agreement (UAFTA)).
 - 2) **Special Tariff Programs**
 - (i) Civil Aircraft Agreement – Qualification Statement, affidavit
 - (ii) Generalized System of Preferences (GSP) – GSP declaration

- b) The facts contained in the documentation shall be verified by Seller and originally signed by the verifying official who has direct knowledge of the facts contained in the documentation and is authorized to sign on behalf of the company.
- c) If a blanket certificate is issued, the information shall be revised accordingly whenever changes occur and the document shall be verified on an annual basis by Seller and resubmitted to Buyer on an annual basis during the life of the contract.

5. NO CONTRIBUTIONS, FEES, AND COMMISSIONS

Seller shall not directly or indirectly authorize, promise, offer or make any political contributions as defined in 22 Code of Federal Regulations (CFR) 130.6 or any fees or commissions as defined in 22 CFR 130.5.

6. PACKING, SHIPPING, AND TRANSPORTATION

Seller shall meet all the requirements of the latest revision of D37522-6 "Supplier Packaging". This includes General Packing and Shipping Instructions, Packing, Packaging Design, and Dangerous Goods (Hazardous Materials).

a) Inner Package

In addition, each unit container, including individual part, box, or other innermost package, each intermediate container, and each shipping container within each shipment shall be marked in English in accordance with Buyer's written instructions. The number 1 shipping container of each shipment shall contain:

- 1) A packing list indicating in English the contents of the entire shipment in accordance with Buyer's written instructions;
- 2) One copy of any test or other report required by the applicable contract specifications; and
- 3) Securely attached to its exterior, one copy of Seller's commercial invoice enclosed in a waterproof wrapper and clearly marked "Commercial Invoice." Additional copies, if any, of packing lists, reports, and U.S. Customs or other invoices shall be furnished to Buyer in accordance with Buyer's written instructions.

b) Shipment Routing Instructions

Seller shall ship the Goods in accordance with the International Shipment Routing Instructions set forth in the Supplier Portal on the Shipping page.

c) Documents

The shipping documents shall describe the material according to the applicable classification and/or tariff. A shipment containing dangerous goods and non-dangerous goods must have separate packing sheets for the dangerous goods and non-dangerous goods. Shipments by Seller or its subcontractors must include packing sheets containing Buyer's contract or order number, line item number, description and quantity of Goods shipped, part number or size, if applicable, and appropriate evidence of inspections. The total number of shipping containers shall be referenced on all shipping documents. Seller shall mark each shipping container with the contract or order number.

d) Country of Origin Marking

Every article of foreign origin imported into the United States shall be marked with the country of origin in accordance with U.S. Customs regulations 19CFR134. Since all Buyer imported parts are subject to delivery to the ultimate consumer, in addition to 19CFR134, Buyer requires marking of all foreign origin imported parts, on the innermost package and outer shipping container. Very limited exceptions are allowed in accordance with Customs regulations (see below). For any other exceptions, non-U.S. suppliers must submit exception requests to the appropriate Buyer procurement agent prior to shipment, who will then forward to Global Trade Controls (GTC) Import for approval. Rubber stamp and other surface marking methods, including inks, paints, and coatings, shall be used in accordance with this specification. Intrusive methods are not authorized. Location and part mark method shall be consistent with drawing part mark requirements, if applicable. The marking shall consist of the following, as applicable:

- 1) Country of Origin - the English language name of the country in which the imported article was manufactured.
- 2) The marking must be conspicuous, legible, and permanent.
- 3) The wording need only consist of the English language name of the country of origin such as FRANCE, CHINA, or JAPAN, unless there is also wording on the container, unit, etc. that makes reference to United States, U.S.A., and/or America. If such references are present, the country of origin marking must be a phrase such as "Made in China", "Assembled in France", "Product of Japan", placed in close proximity to the wording that makes reference to the U.S.A, and be in at least comparable size.
- 4) Abbreviations which unmistakably indicate the name of a country, such as "Gt. Britain" or "UK" for "Great Britain" are acceptable. Variant spellings which clearly indicate the English name of the country of origin, such as "Brasil" for "Brazil" and "Italie" for "Italy" are acceptable.
- 5) Exceptions: The following items are not required to be marked with the Country of Origin, but the Country of Origin shall be marked on the packaging/container which ordinarily reaches the ultimate purchaser (CFR 134.22):
 - (i) Articles that are incapable of being marked, 19 CFR 134.32 (a);
 - (ii) Articles that cannot be marked without damage to the article, 19 CFR 134.32 (b)
 - (iii) Products of the United States, 19 CFR 134.32 (m)
 - (iv) Articles cited on the J-list, 19 CFR 134.33
- 6) Buyer requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as

well as the obligation that they be flowed to the sub-tier supply chain, when shipping to Buyer in the United States.

e) **Pre-Alert and Confirmed on Board Information for U.S. Customs Pre-Clearance Purposes**

- 1) Seller shall require the nominated freight forwarder to send a pre-alert and confirmed on board (COB) information on all shipments to Buyer's designated U.S. Customs broker at the U.S. port of entry to facilitate U.S. Customs and Border Protection pre-clearance purposes in advance of the shipment arrival into the United States.
- 2) Seller shall to support Pre-Alert requirements whether or not shipments to the United States are collect by Buyer's corporate approved freight forwarder, or prepaid by Seller's selected freight forwarder.
- 3) The pre-alert documentation consists of:
 - (i) Copy of the commercial invoice
 - (ii) Copy of the packing list (when available)
 - (iii) Copy of any pertinent documents requested by the company
 - (iv) Master airway bill number or master ocean bill of lading number and copy of document if available
 - (v) House airway bill number or house bill of lading number and copy of document
 - (vi) Other documents deemed applicable or required for airfreight shipments. These documents must be sent prior to uplift at the first port of departure. For ocean shipments, these documents must be sent within forty eight (48) hours of vessel departure from the first port of lading.
- 4) Confirmed on board information consists of:
 - (i) Complete flight or vessel information including:
 - (1) Date and port of departure;
 - (2) Any international transshipment port;
 - (3) First U.S. port of arrival and estimated time of arrival;
 - (4) Final U.S. port of destination and estimated time of arrival;
 - (5) Carrier name;
 - (ii) All flight or voyage numbers;
 - (iii) Copy of any in-bond document or in-bond information (if paperless).
 - (iv) Destination cargo location, address and telephone number, etc.
 - (v) Destination forwarder name, address, telephone number and contact name.
 - (vi) Other information deemed applicable or required.

Confirmed on board information for airfreight shipments must be provided within four (4) hours of uplift from the final international port of departure (from international transshipment port, if applicable). Confirmed on board information or Arrival Notice for ocean shipments must be provided five (5) days prior to arrival at the final port of destination. The in-bond documentation or information should be provided with the confirmed on board information or as soon as available.

f) **Commodities and Equipment Subject to the International Traffic In Arms Regulations (ITAR)**

Shippers must utilize the services of Buyer approved international freight forwarder and shall not use the express courier divisions of these companies. The customs clearance must be performed by Buyer contracted customs brokers for all U.S. customs clearances. A list of these commodities and equipment are located on the U.S.ML. For assistance in identification of commodities and equipment subject to ITAR requirements, or exceptions to the usage of express couriers, please contact Buyer.

g) **Supply Chain Security**

For those Goods that are warehoused and/or shipped by Seller to/from the United States and its insular possessions on Buyer's behalf where Buyer is the U.S. Importer or Exporter of Record (also known as U.S. Principal Party in Interest – PPI), Seller agrees to comply with the supply chain security requirements from the Point of Origin as provided below. The Point of Origin is the site where such Goods are assembled, manufactured, packaged and shipped. Seller shall include this provision with applicable Subcontractors. For purposes of this provision, Subcontractors shall be defined as those sub-tier manufacturers or suppliers from which the shipment of Goods is shipped directly from said manufacturers or supplier's facilities to Buyer's agreed upon Consignee, including any direct or sub-tier suppliers engaged in packaging or transport of Buyer shipments (including freight forwarders, 3rd party logistic companies, packagers). Seller shall be responsible to Buyer for any breach of such requirement by its subcontractor.

- 1) **Supply Chain Security Program Participation:** Seller is encouraged to participate in national supply chain security programs including the Customs-Trade Partnership Against Terrorism ("C-TPAT"), Authorized Economic Operator ("AEO") and equivalent programs. Seller shall notify Buyer to the extent it participates in such programs and the countries of participation and initiate monitoring when applicable. Seller shall provide Buyer with prompt notice of any changes to its supply chain security program status at supplychainsecurity@boeing.com.
- 2) **Subcontractor Selection Process:** Seller shall have documented processes for the selection of its Subcontractors. The process shall ensure that such Subcontractors maintain adequate security controls and procedures and verify subcontractor compliance to the identified security controls.
- 3) **Security Awareness Program:** Seller shall implement a Security Awareness Program including awareness and understanding of the U.S. CTPAT program, recognizing internal conspiracies, maintaining cargo integrity, and

determining and addressing unauthorized access. The Security Awareness Program should encourage active employee participation in security controls. Seller shall ensure that key personnel receive regular training which shall be no less than once per year on security procedures and requirements. Seller shall submit evidence of such Security Awareness training upon Buyer's request.

- 4) **Security Controls and Procedures:** Seller shall maintain adequate security controls and procedures.
- (i) **Physical Security:** Seller must protect facilities against unauthorized access including cargo handling and storage facilities which shall have physical security deterrents. Seller shall ensure that:
 - (1) All entry and exit points for vehicles and personnel are controlled.
 - (2) All external and internal windows, gates, and doors through which unauthorized personnel could access the facility or cargo storage areas are secured with locking devices.
 - (3) Areas within and around the facility are adequately illuminated to deter unauthorized access.
 - (4) Private passenger vehicles are prohibited from parking in or adjacent to cargo handling and storage areas, and conveyances.
 - (5) Where security technology is utilized (including alarms, access control devices, and video surveillance systems such as Closed Caption Television Cameras (CCTVs)) appropriate and written policies governing the use, maintenance, and protection of such technology is in place.
 - (ii) **Access controls:** Seller shall prevent unauthorized entry into facilities using access controls which may include badge readers, locks, key cards, or guards
 - (1) Seller shall positively identify all persons at all points of entry to facilities.
 - (2) Seller shall maintain adequate controls for the issuance and removal of employee, visitor and vendor identification badges, if utilized.
 - (3) Upon arrival, Seller shall require photo identification verification for all non- employee visitors.
 - (iii) **Personnel Security and Verification:** Seller shall screen prospective employees consistent with local regulations and verify employment application information prior to employment.
 - (iv) **Ocean Container and Truck Trailer Security:** Seller shall maintain container and trailer security to protect against the introduction of unauthorized material and/or persons into shipments. Loading/stuffing of cargo should be supervised by a security officer or designated personnel.
 - (1) Ocean Container and Truck Trailer Inspection: Seller shall inspect all ocean containers or truck trailers prior to stuffing.
 - (2) Inspections must include:
 - (A) Review of the reliability of the locking mechanisms of all doors and external hardware;
 - (B) Examination for visible agricultural pests such as bugs, rodents and vegetation;
 - (C) Confirmation that structures have not been modified to conceal contraband.
 - (3) Inspections should be documented on a checklist including:
 - (A) Container/Trailer/IIT number
 - (B) Date of Inspection
 - (C) Time of Inspection
 - (D) Name of employee conducting inspection
 - (E) Specific areas of the IIT that were inspected
 - (F) Signature of personnel supervising the inspection of container
 - (v) **Ocean Container and Truck Trailer Seals:** Properly seal and secure shipping containers and trailers at the point of stuffing using the VVTT process (View, Verify, Tug, Twist). Seller shall affix a high security seal to all access doors on truck trailers (from Canada or Mexico) and ocean containers bound for the U.S.
 - (1) Seals must meet or exceed the current PAS ISO 17712 standard for high security seals;
 - (2) When containers or trailers are picked up or stopped, the seal number must be confirmed to match what is on the shipping documentation;
 - (3) If a seal is broken, Seller shall immediately notify Buyer and indicate when it was broken, who broke it, and the replacement seal number;
 - (4) Any seal broken, altered or tampered with must be held in order to aid investigation.
 - (vi) **Ocean Container and Truck Trailer Storage:** Seller shall store empty or stuffed ocean containers and truck trailers in a secure area to prevent unauthorized access and/or manipulation.
 - (vii) **Information Technology (IT) Security:** Seller shall maintain IT security measures to ensure all automated systems are protected from unauthorized access.
 - (1) Seller shall use individually assigned accounts that require a periodic change of password for all automated systems;
 - (2) Seller shall maintain a system to identify the abuse of IT resources including improper access, tampering or altering of business data and shall discipline violators;
 - (3) Seller shall install and maintain updated software/hardware protection sufficient against common

cybersecurity threats.

- (viii) **Procedural Security:** Seller shall maintain, document, implement and communicate to all employees the following security procedures
- (1) Procedures for the issuance, removal and changing of access devices.
 - (2) Procedures to identify and challenge unauthorized or unidentified persons.
 - (3) Procedures to remove identification, facility, and system access for terminated employees.
 - (4) Procedures for IT security and standards.
 - (5) Procedures governing the use, maintenance and protection of security technology.
 - (6) Procedures to verify application information for potential employees.
 - (7) Procedures for employees to report security incidents and/or suspicious behavior.
 - (8) Procedures for the inspection of ocean containers or truck trailers, including policies for agricultural and security inspections, prior to stuffing.
 - (9) Procedures to secure cargo staging areas including protection from unauthorized access and prevention of pest contamination as well as inspection for visible pest contamination on a regular basis.
 - (10) Procedures to control, manage and record the issuance and use of high security bolt seals for ocean containers and truck trailers. Such procedures must stipulate how seals are to be controlled and affixed to loaded containers and shall include procedures for recognizing and reporting compromised seals or containers to U.S. Customs or the appropriate foreign authority and Buyer at supplychainsecurity@boeing.com.
 - (11) Procedures to identify any party on denied party lists maintained by the Department of Commerce/Bureau of Industry and Security (BIS), the Department of State/Directorate of Defense Trade Controls (DDTC), and the Department of Treasury/Office of Foreign Assets Control (OFAC).
 - (12) Procedures for ensuring that information transmitted/received to/from service providers, subcontractors and agents, is reported accurately and timely.
 - (13) Procedures for ensuring that all information used in the preparation of merchandise/cargo for export (EEI or other required export form), is legible, complete, accurate, and protected against the exchange, loss or introduction of erroneous information.
- (ix) **Conveyance Security:** When Seller is performing or subcontracting conveyance services, conveyance and container integrity shall be maintained while the conveyance is en route transporting cargo from origin to destination, including tracking and monitoring activity logs, a documented verification process, and driver notification of any abnormalities with the conveyance and/or container.
- 5) Seller shall complete and return to Buyer any Security Questionnaires requested by Buyer's Supply Chain Security organization within thirty (30) days of receipt.
 - 6) Seller shall, within thirty (30) days of Buyer's request, provide Buyer with a detailed mapping for planned routings and identify any subcontractors involved in the transport of Buyer shipments. If there are any long-term changes to supply chain routings or routing subcontractors, Seller shall communicate such changes to Buyer within ten (10) business days of such change.
 - 7) Seller and its subcontractors and agents shall be subject to periodic site assessments by Buyer during normal operating hours, to confirm compliance with C-TPAT Security Guidelines. Seller and its subcontractors and agents shall provide a corrective action plan within thirty (30) days of Buyer's request.
 - 8) Seller shall notify Buyer at supplychainsecurity@boeing.com of any actual or suspected breach of security involving Buyer's cargo in Seller or subcontractor's control within twenty four (24) hours of incident discovery. This shall include cargo theft, or tampering by unauthorized third parties with the cargo and/or manifests. When applicable, Seller and its subcontractors and agents shall verify that their business partners and parties involved in export transactions are not listed as denied parties. Entities identified as denied parties on prohibited lists maintained by the Department of Commerce/Bureau of Industry and Security (BIS), Department of State/Directorate of Defense Trade Controls (DDTC), and Department of Treasury/Office of Foreign Assets Control (OFAC) must be reported immediately to The Boeing Company and within twenty four (24) hours of discovery.
 - 9) In the event Buyer identifies new or increased threats or risks to the supply chain, Buyer may request additional security measures from Seller to ensure the security of the supply chain.

7. GIFTS, GIFT FOODS, PROMOTIONAL ITEMS, UNSOLICITED ITEMS AND PERSONAL EFFECTS

Seller shall not include any gifts, gift foods, promotional items (e.g., pens, t-shirts, souvenirs, posters, magazines, recorded music and movies), unsolicited items or any other personal effects inside the packages or containers of any procured item. Only items properly procured on the purchase order shall be shipped to Buyer. Unmanifested or uninvoiced items which are not properly documented may cause delays in customs clearance. Certain commodities may require additional customs, other government agency forms and filing requirements.

8. INVOICES AND PACKING SHEETS

- a) CBP requires a commercial invoice for all imports into the United States. A commercial invoice is one prepared by Seller or shipper of the goods and contains sufficient information for U.S. Customs to determine the value, tariff classification, and admissibility of an import shipment.
- b) A commercial invoice is normally a document accompanying the import shipment. In many instances, it is a copy of the same financial invoice being used by Buyer to pay the foreign seller. The invoice can be a commercial or invoice generated specifically for the purpose of declaring the import shipment to U.S. Customs, particularly in the case of non-purchased goods.
- c) **Commercial Invoice Requirements:** Each commercial invoice of imported merchandise shall set forth the following information:
 - 1) The current purchase order and line item/line unit or contract number (P.O. XXXXXX) and line item/line unit, if applicable.
 - 2) Location and names of Seller and/or shipper, Buyer, and date.
 - 3) Date when the merchandise is sold or agreed to be sold.
 - 4) Merchandise shipment date (month, day, year). Provide the date that the merchandise was shipped from Seller's factory or facility.
 - 5) Name and address of Seller (company name and address) and/or name and address of the shipper, if Seller is not the shipper.
 - 6) Name and contact information for an employee, employed by Seller and/or Shipper, who has detailed knowledge of the sales transaction.
 - 7) Name and address of Buyer (Boeing company name and site address) and name and phone number of prime point of contact at Buyer's site (e.g., Buyer's Authorized Procurement Representative, spares distribution center focal).
 - 8) Name of consignee if not Buyer (company receiving non-purchased transactions or drop ship destination).
 - 9) U.S. port of entry. Record the port of entry at which the CBP will clear the merchandise.
 - 10) Tracking number/House Bill of Lading number.
 - 11) Quantities, weights, and measures.
 - 12) Record the quantity of each part number in the shipment.
 - 13) If not separately noted on packing sheets, include on invoice:
 - (i) Total quantity of parts being shipped.
 - (ii) Net weight of each part number and gross weight of entire shipment.
 - (iii) Unit of measure being used.
 - (iv) Total number of boxes size and weight of each box included on each packing sheet.
 - (v) Total gross weight of all boxes in shipment.
 - (vi) Net and gross weights and the length, width, and total square meters of material in textile shipments.
 - 14) Detailed description of each item being shipped, to ensure proper classification of the product in accordance with the Harmonized Tariff Schedule (HTS), including:
 - (i) Full name by which each item is known.
 - (ii) Part number as appears on the contract or order. If the item is a raw material, state the grade, class, and dimensions of the material. Note: Generic descriptions, abbreviations, acronyms, and Stock Keeping Unit (SKU) numbers are not acceptable. Buyer may request additional descriptive information for items that do not have a Buyer part number and/or design. Seller shall state the material class, grade, dimensions, and assembly components when a part is manufactured by Seller's own manufacturing drawings.
 - 15) Country of Origin: Indicate the country of manufacture of each item.
 - 16) Terms of Sale: Specify on the invoice the Incoterms as agreed to in accordance with Buyer contract or work authorization.
 - 17) "Related Party to The Boeing Company" status (Yes or No) on the invoice.
 - 18) Commercial invoice number (Seller's option).
 - 19) Page numbers (example: "1 of 8 pages").
 - 20) The unit cost of each part and the total value of the entire shipment.
 - 21) Reflect on the invoice the actual currency of the contract and the transaction of money between Buyer and Seller.
 - 22) List separately any Assists and/or additional costs in manufacturing each part. For example:
 - (i) Assists. Any components, materials, dies, molds, and tools that are supplied by Buyer free of charge or at a reduced cost to Seller and used in the production of imported goods, including any Buyer-paid transportation costs associated with the assist. These transportation costs will be provided by the procurement focal responsible for this merchandise.
 - (ii) Engineering and design work. Work that is performed outside the United States by non-U.S. employees and is not included in the unit price of the merchandise being imported.

- (iii) Packing costs. Costs for packing that are incurred by Buyer and have not been included in the unit cost.
 - (iv) Nonrecurring charges. One-time charges, incurred by Buyer, for such items as expedite fees and transportation costs that have not been included in the unit cost.
 - (v) Selling Commissions. Commissions incurred by Buyer that have not been included in the unit cost.
 - (vi) If applicable License Type, License number, License Expiration Date, Exemption number.
 - (vii) Royalties. Fees Buyer is required to pay as a condition of sale.
- 23) List all discounts that have been agreed to, or may be allowed, that apply to the purchase price or value but that have not been included in the unit price (terms of payment).
- 24) Each repaired or modified item shall indicate Buyer original export value and repair value on separate lines, along with the total value. Repairs made free of charge must still indicate the value of the repair. If an item cannot be repaired and is replaced with a new item, indicate the fair market value of the new item.
- 25) Itemize and describe rebates, drawbacks, or bounties that Seller received as a result of exportation.
- d) **Packing Sheet/Slip (If Used by Seller)**
Include packing sheet/slip number(s) on invoice.
- e) **Items Procured Pursuant to U.S. Government Contract**
- 1) If a government contract applies, the prime contract number and, if applicable, contract number (P.O. XXXXXX) or delivery order number must be noted on the commercial invoice. Additionally, the following government contract statement must appear for military programs:
“UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry
to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Commander, Defense Contract Management Agency (DCMA) New York, ATTN: Customs Team, DCMAE-GNTF, 207 New York Avenue, Staten Island, New York, 10305–5013, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.”
 - 2) If a contract number (P.O. XXXXXX) line item references more than one prime contract number, commercial invoice must identify the quantities delivered for each prime contract number on a separate line.
 - 3) Commercial invoice must show that the shipment is consigned to a U.S. government agency (e.g., U.S. Department of Defense), in care of Buyer, when a shipment has a prime contract number.
 - 4) If a contract number (P.O. XXXXXX) contains line items for new production items and for repairs, items must be identified on separate commercial invoices.
- f) **U.S. Department of State License or Exemption**
If the items were exported from or are to be imported into the United States under authority of a Department of State license or license exemption, information must appear on the invoice as noted in the following examples (contact Buyer for license number or license exemption if unknown):
- 1) Originally exported from the United States under DSP-XX license number XXXXXX dated XX/ XX/ XXXX.
 - 2) Import into the United States in accordance with 22 CFR XXXXX.
 - 3) Import into the United States under the authority of DSP-XX license number XXXXX.

9. INCOTERMS

Incoterms 2020, published by the International Chamber of Commerce, shall govern the Contract to the extent the Contract specifies terms covered by Incoterms 2020, provided that in the event of any conflict between the Contract and Incoterms 2020, the Contract shall govern.

10. IMPORTER SECURITY FILING FOR OCEAN SHIPMENTS

For shipments via ocean vessel where Buyer is the Importer of Record with U.S. Customs and Border Protection (CBP), the Ocean Container Clause set forth in the following link shall apply and is incorporated herein by this reference: https://www.boeing.com/supplier_portal/OceanContainerClause.pdf. If CBP assesses Buyer with liquidated damages, fines or penalties either for failure to file the Importer Security Filing (ISF) data, or for late or inaccurate filing of the ISF data, Seller shall assist Buyer with investigating and resolving the situation. Such assistance shall include (i) upon Buyer's reasonable request, providing Buyer with relevant documentation and making Seller personnel available to answer questions, and (ii) taking such corrective action as is necessary to minimize the risk of additional damages, fines or penalties.

11. MANDATORY FLOW DOWNS

Seller shall flow down to each subtier supplier, provisions 1, 3, 4, 5, 6, 9 and 11 of these International Provisions (SP3).