

## SP SECTION 0500 - PRICING

### SP 0508

SUBJECT: Repair purchase orders.

#### SPECIAL PROVISION TEXT:

Seller is authorized to proceed with necessary repairs upon receipt of the material returned, provided Seller's estimated charge for repair is not in excess of sixty five percent (65%) of the unit's replacement price, estimated to be, whichever is less. If the estimated repair charge exceeds such percentage or dollar limit, Seller shall immediately stop work, notify the Boeing-Mesa Purchasing Representative of the estimated repair charge, and shall not proceed without Boeing-Mesa-Boeing-Mesa's further authorization.

Within five (5) days from receipt of an item returned for repair, Seller shall submit a firm quotation for all repair charges to Boeing-Mesa. Repair charges exceeding \$250 shall be substantiated by Seller's cost breakdown.

### SP 0514

SUBJECT: Termination Liability.

#### SPECIAL PROVISION TEXT:

The maximum cumulative termination liability of Boeing-Mesa and/or the U.S. Government shall not exceed the amounts set forth in the following schedule which includes liability for delivered items plus possible termination claims.

<u>Time Period</u>	<u>Dollars</u>
_____	_____

NOTE: Buyer to fill in details

### SP 0522

SUBJECT: Price – No increase.

#### SPECIAL PROVISION TEXT:

Prices stated herein cannot be increased, but Seller will allow any price decrease in effect at the time of any individual shipment. Deviations from the estimated quantity or quantities stated herein, or from periodic schedule or schedules subsequently stated, shall not be justification for any increase in price.

### SP 0524

SUBJECT: Funding. Incremental Funding.

#### SPECIAL PROVISION TEXT:

Limitation of Boeing-Mesa obligation - incremental funding:

1. The items and/or work ordered will be funded on an incremental basis. Boeing-Mesa shall not be obligated to provide funds at a more rapid rate than described in Paragraph 5, below. Boeing-Mesa's liability for the items and/or work incrementally funded under this Purchase Order upon the

termination hereof at any time, shall not exceed the cumulative total of the amounts then obligated, and the Seller shall not be entitled to any adjustment in delivery schedule, fixed prices, maximum price or any other provisions of this Purchase Order, attributable to the Seller's incurring of amounts at a rate exceeding the rate of obligation specified in Paragraph 5, below.

2. Boeing-Mesa's limitation of liability set forth in this clause shall not be authority for the Seller to cease or slow the performance of work under this Purchase Order and may not be used as the basis for extending schedules or otherwise altering the performance requirements under this Purchase Order.
3. Nothing contained in this clause shall affect the right of Boeing-Mesa to cancel or terminate this contract under the "Default" or "Termination for Convenience" clauses of this Purchase Order.
4. No incremental funding shall be deemed for any purpose under this Purchase Order as an acceptance of work performed by the Seller prior to such funding.
5. The maximum cumulative obligation of Boeing-Mesa and/or the Government shall not exceed the amounts set forth in the following schedule, which includes liability for delivered items plus any possible termination claims:

Through	Amount (Percent of Price)	Through	Amount (Percent of Price)
_____	_____	_____	_____

NOTE: Buyer to fill in details.

## SP 0528

SUBJECT: Termination liability schedule.

### SPECIAL PROVISION TEXT:

Within fifteen (15) days from the date of this Purchase Order or Purchase Order Change, Seller shall furnish Boeing-Mesa a cumulative monthly termination liability schedule. The maximum termination liability of Boeing-Mesa and/or the Government shall not exceed the amount set forth in the schedule to be furnished, which shall include liability for delivered items plus possible termination claims. The schedule shall be set forth in the following or equivalent form:

Through Month of:                      Amount \$

The termination liability schedule furnished by Seller and incorporated by a Change Order shall become a part of this Purchase Order and Boeing-Mesa termination liability shall be limited accordingly.

## SP 0552

SUBJECT: Foreign currency. U.S. Dollars.

### SPECIAL PROVISION TEXT:

Unit prices applicable to items in this Purchase Order for purposes of payment to Seller are as follows:

\_\_\_\_\_.

Boeing-Mesa will pay Seller at the rate of exchange the date payment is initiated by Boeing-Mesa, in U.S. dollars, equivalent to the following: \_\_\_\_\_.

## **SP 0554**

SUBJECT: PO price. Price.

### **SPECIAL PROVISION TEXT:**

Costs resulting from changes due to Seller's errors, decision to improve production techniques or tooling, rework resulting from failure to incorporate changes at the agreed effectively, rework to incorporate changes in excess of reasonableness consistent with the schedule requirements or Boeing-Mesa Stress Department disapproval of a change previously approved by Seller's Stress Department will not affect the Purchase Order price, unless Boeing-Mesa agrees to the contrary in writing.

## **SP 0558**

SUBJECT: Repairs.

### **SPECIAL PROVISION TEXT:**

All materials required to repair part(s) returned shall be furnished by the Seller. The cost of such materials will be included in the price of this Purchase Order.

## **SP 0582**

SUBJECT: Seller furnishes material.

### **SPECIAL PROVISION TEXT:**

All materials required for the fabrication of the goods ordered shall be furnished by Seller. The costs of all such material is included in the Purchase Order price as stated herein.