

## **SP SECTION 9500 - MISCELLANEOUS**

### **SP 9500 (02/01)**

SUBJECT: Distributors - Commercial PO's.

#### **SPECIAL PROVISION TEXT:**

Seller certifies that it is an authorized distributor for the product to be delivered under this Purchase Order and that the product to be delivered is new and unused and was received directly from the original manufacturer. Seller further certifies that it has in its possession a valid copy of its distributorship authorization or franchise and documented evidence of the acceptability of the product. Returned or surplus material from any source is not acceptable for delivery under this Purchase Order.

### **SP 9515 (02/01)**

SUBJECT: Contract labor and service agreements. Seller's Employees.

#### **SPECIAL PROVISION TEXT:**

Employees of the Seller shall not be, in any sense, employees of Boeing-Mesa, but shall be the Seller's employees. It is understood and agreed that neither the Seller nor any of its employees shall act in any sense as agents or representatives of Boeing-Mesa. The Seller's employees shall be paid exclusively by the Seller for all services performed and the Seller shall be responsible for and shall actually comply with all requirements and obligations relating to such employees under local, state or federal law, or foreign law, as applicable, including but not limited to minimum wage, social security, unemployment insurance, state and federal income tax, and worker's compensation. Boeing-Mesa has no responsibility for withholding any portion of salary or wages due employees of the Seller to comply with any taxes aforementioned.

### **SP 9554 (02/01)**

SUBJECT: Termination – No Cost within 30 Days.

#### **SPECIAL PROVISION TEXT:**

Termination, in whole or in part, will be at no cost to Boeing-Mesa and/or the U.S. Government, in the event termination occurs on or before thirty (30) calendar days after the Purchase Order is awarded.

### **SP 9560 (02/01)**

SUBJECT: Residual Inventory.

#### **SPECIAL PROVISION TEXT:**

Seller agrees that in the event Boeing-Mesa establishes a supplier repair facility at Boeing-Mesa or other location under Boeing-Mesa control for parts or systems of Seller's design, and such facility requires Boeing-Mesa to maintain an inventory of parts for such repairs, that at the conclusion of such a repair facility program, Seller will buy back such residual inventory at the acquisition cost under which Boeing-Mesa has purchased the inventory of parts from Seller to support the timely repairs of Seller's parts system.

### **SP 9570 (02/01)**

SUBJECT: Contract Labor. Employment Offers. Seller's Employee's.

**SPECIAL PROVISION TEXT:**

Boeing-Mesa reserves the right to discuss permanent Boeing-Mesa employment opportunities with any of Seller's employees after such person has been assigned to Boeing-Mesa for forty-five (45) calendar days or longer. Seller agrees that in the event permanent Boeing-Mesa employment is effected with any of Seller's employees, there shall be no employment fees or other charges beyond those charges applicable to the person's assignment at Boeing-Mesa.