

THE BOEING COMPANY

GENERAL PROVISIONS

Fixed Price Commercial Services Contract DF 4400-530 (Rev. 2/97)

1. **ACCEPTANCE.** This Contract is Buyer's offer to Seller, and acceptance is strictly limited to its terms. Buyer shall not be bound by and specifically objects to any term or condition whatsoever which is different from or in addition to the provisions of this Contract, whether or not such term or condition will materially alter this Contract. Seller commencement of performance or acceptance of this Contract in any manner shall conclusively evidence agreement to this Contract as written.
2. **DEFINITIONS.** Whenever used in this Contract, (a) "FAR" means the Federal Acquisition Regulation. Unless otherwise specified in this contract, FAR references cited herein are those in effect on the date of this contract; (b) "Goods" means all of the goods, services, data, software and other items furnished or to be furnished to Buyer under this Contract; and (c) "Contract" means this purchase contract including the provisions on its face, these General Provisions, and all of the specifications, technical descriptions, statements of work, drawings, designs, documents, and other requirements and provisions attached to, incorporated into or otherwise made a part of this purchase contract by Buyer.
3. **INVOICE AND PAYMENT.** Seller shall issue a separate invoice for each delivery and shall not issue any invoice prior to the scheduled or actual delivery date, whichever is later. Payment will be made after receipt of Goods and correct invoice. Unless freight or other charges are itemized, any discount may be taken on full amount of invoice. Payment due date, including discount periods, will be computed from date of receipt of Goods or correct invoice, whichever is later, to date Buyer's check is mailed or otherwise tendered. Seller shall promptly repay to Buyer any amounts paid in excess of amounts due Seller.
4. **INVOICE PAYMENT REQUIREMENTS.**
 - A. *Payments.* Payments are made from "Original" invoices only. Fax copies, statements or invoice copies will not be accepted. "Duplicate Original" invoices must not be sent without prior authorization from either the Buyer or Accounts Payable. "Duplicate Original" invoices must be signed and dated with the full signature of Seller's appropriate manager. Initials will not be accepted. Third Party Billing is not allowed.
 - B. *Terms.* Payment terms BEGIN UPON RECEIPT of an acceptable invoice by Buyer's Accounts Payable organization. Payments are not scheduled based upon the date of your invoice. Agreed upon terms must be correctly indicated on your invoice and should agree with the purchase contract. Example: 2% 10 Net 30.
 - C. *Mailing Information.*

Invoices are to be mailed to: Boeing Defense & Space Group Accounts Payable
Mail Stop 80-FW
P.O. Box 34113
Seattle, WA 98124-1113

Express Overnight mail should be sent to: Boeing Defense & Space Group Accounts Payable
18-01 Building, 2nd Floor, Mail Stop 80-FW
20403 68th Avenue South
Kent, WA 98032

- D. *Prepaid Freight Charges.* When prepaid freight charges are authorized by Buyer, include a copy of the "prepaid freight bill" with the invoice for charges over \$100.00. Freight charges will be deducted from the payment if this documentation is not included.
- E. *Invoice Information.* All invoices must contain the following information:
1. Buyer's Purchase Contract Number (Example: AA1111 or AAA111)
(**Note:** Only one Purchase Contract Number per Invoice.)
 2. Payment Terms (Example: 2% 10 Net 30)
 3. Invoice Number
 4. Invoice Date
 5. Boeing Purchase Contract Order Line Item Number (Example: 05)
 6. Quantity Invoiced
(**Note:** quantity invoiced must equal quantity shipped and cannot exceed quantity ordered)
 7. Boeing Part Number
 8. Unit Price
 9. Total Price
 10. Total Tax
 11. Freight Charges

The Purchase Contract is the sole basis for your payment. Incorrect invoices will be returned unpaid. Accounts Payable cannot authorize or negotiate any changes to the Purchase Contract. Contact the Buyer directly to resolve invoice discrepancies.

- F. *Payment Inquiries.* Boeing Defense & Space Group checks are generated once a week. Checks are prepared and mailed each Friday. Inquiries on past due invoices (aged over 45 days) or payment problems may be faxed directly to Accounts Payable, fax number (206) 773-7999. A copy of the invoice in question should be annotated with the specific problem. For example:
1. Not Paid
 2. Under/Over Paid (show the amount under or over paid)
 3. Sales Tax or Freight Not Paid
5. **CHANGES.** Buyer's Materiel Representative may from time to time in writing direct changes within the general scope of this Contract in any one or more of the following: (a) technical requirements and descriptions, specifications, statement of work, drawings, or designs; (b) place of delivery, inspection or acceptance; and (c) reasonable adjustments in schedules. Seller shall comply immediately with such direction, and avoid unnecessary costs related thereto. If any such change causes an increase or decrease in the cost of or the time required for performance of this contract, an equitable adjustment in the prices and schedules of this Contract shall be made to reflect such increase or decrease and this Contract shall be modified in writing accordingly. Unless otherwise agreed in writing, any Seller claim for adjustment must be asserted to Buyer in writing within 30 days after Seller receipt of such direction with a firm proposal delivered to the Buyer within 60 days after Seller receipt of such direction. Failure of Buyer and Seller to agree upon any adjustment shall not excuse Seller from performing in accordance with such direction. If Seller considers that Buyer conduct has constituted a change hereunder, Seller shall notify Buyer immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Pending direction from Buyer's Materiel Representative, Seller shall take no action to implement any such change.

6. **TERMINATION - CONVENIENCE.** Buyer may terminate this Contract in whole or from time to time in part, effective as of the date specified by Buyer, in accordance with the provisions of the "Termination for Convenience of the Government, FAR 52.249-2, which provisions are incorporated herein by reference; and in which "Government" and "Contracting Officer" shall mean Buyer and "Contractor" shall mean Seller.
7. **CANCELLATION - DEFAULT.** Buyer may cancel this Contract in whole or from time to time in part, effective on the date specified by Buyer, in accordance with the provisions of FAR 52.249-8, which provisions are incorporated herein by reference, in the event of Seller default, or in the event of Seller's suspension of business, insolvency, reorganization or arrangement or liquidation proceedings, assignment for the benefit of creditors, or actual or constructive rejection by a bankruptcy trustee, or appointment of a receiver for Seller's property. In FAR 52.249-8, "Government" and "Contracting Officer," except in paragraph (c), shall mean Buyer and "Contractor" shall mean Seller..
8. **RESPONSIBILITY FOR PERFORMANCE.** Buyer issuance of this Contract is based in part on Buyer reliance upon Seller's ability, expertise and awareness of the intended use of the Goods, and Seller's continuing compliance with all applicable laws and regulations during the performance of this Contract. Further, Seller shall not, by contract, operation of law, or otherwise, assign any of its rights or interest in this Contract, including but not limited to any right to monies due or to become due, or delegate any of its duties or obligations under this Contract, or subcontract all or substantially all of its performance of this Contract to one or more third parties, without Buyer's prior written consent. No assignment, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this Contract.
9. **PUBLICITY.** Seller shall not, and shall require that its subcontractors and suppliers of any tier shall not, cause or permit to be released any publicity, advertisement, news release, public announcement, or denial or confirmation of same, in whatever form, regarding any aspect of this Contract or the Goods or program to which they pertain without Buyer's prior written approval.
10. **RESPONSIBILITY FOR BUYER-OWNED PROPERTY.** Unless otherwise specified, upon delivery to Seller or manufacture or acquisition by Seller of any materials, parts, tooling, data or other property, title to which is in Buyer, Seller assumes the risk of and shall be responsible for any loss thereof or damage thereto. In accordance with the provisions of this Contract, but in any event upon completion thereof, Seller shall return such property to Buyer in the condition in which it was received except for reasonable wear and tear and except for such property as has been reasonably consumed in the performance of this Contract.
11. **CONFIDENTIAL OR PROPRIETARY INFORMATION AND PROPERTY.** Seller shall keep confidential and otherwise protect from disclosure all information and property obtained from Buyer in connection with this Contract and identified as confidential or proprietary. Unless otherwise expressly authorized herein or by Buyer, Seller shall use such information and property, and the features thereof, only in the performance and for the purpose of this Contract. Upon Buyer's request, and in any event upon the completion, termination or cancellation of this Contract, Seller shall return all such information and property to Buyer or make such other disposition thereof as is directed by Buyer. Seller shall not sell or dispose of as scrap or otherwise any completed or partially completed or defective proprietary property before receiving written authorization from Buyer and before rendering such property unsuitable for use. In all subcontracts and purchase orders issued by Seller for performance of work related to this Contract, Seller shall provide to Buyer the same rights and protection as contained in this clause..
12. **COMPLIANCE WITH LAWS.** Seller shall be responsible for complying with all laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Contract. Seller further agrees (1) to notify Buyer of any obligation under this Contract which is prohibited under any applicable environmental law, at the earliest opportunity but in all events sufficiently in advance of Seller's performance of such obligation so as to enable the identification of alternative methods of performance, and (2) to notify Buyer at the earliest possible opportunity of any aspect of its performance which becomes subject to additional environmental regulation or which Seller reasonably believes will become subject to additional environmental regulation during performance of this Contract.

13. **SELLER NOTICE OF DISCREPANCIES.** Seller will notify Buyer in writing when discrepancies in the Seller's process or product are discovered or suspected which may affect parts or assemblies Seller has delivered or will deliver under this contract.
14. **NON-WAIVER AND PARTIAL INVALIDITY.** Any and all failures, delays or forbearances of either party in insisting upon or enforcing at any time or times any of the provisions of this Contract, or to exercise any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies in those or any other instances; rather, the same shall be and remain in full force and effect. Further, if any provision of this Contract is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.
15. **EQUAL OPPORTUNITY.** The Equal Opportunity clause set forth in FAR 52.222-26 is incorporated herein by reference, except "Contractor" means Seller.
16. **IMPROVEMENT/INVENTIONS/DISCOVERIES.** In consideration of Buyer contribution of development funds within this contract and of the provisions herein, Seller agrees that Buyer shall become entitled to, as Buyer's property, all improvements, inventions and discoveries, whether or not patentable, conceived or made by Seller's employees, either alone or with others, relating to any subject matter with which Seller's work for Buyer hereunder is or may be concerned, while such employees are assigned to perform services under this contract and whether or not such improvements, inventions or discoveries are conceived or made during regular working hours. Seller shall disclose directly to Buyer, or cause its employees to disclose promptly and in written detail, and such improvements, inventions and discoveries and shall take any and all steps required to promptly vest title to such improvements, inventions and discoveries in Buyer.
17. **BUYER'S RIGHTS IN TECHNICAL DATA.** All data, writings, reports, or other information and items produced during the term of this Purchase Contract shall be the exclusive property of Buyer. Seller shall preserve in confidence and will not disclose or use (except in the performance of this Purchase Contract), either during or after the term of this Purchase Contract, all such data, writings, reports or other information and items. Buyer shall have the right, without payment of any additional compensation, to use, duplicate and disclose in any manner and for any purposes and to authorize others to do so, all data, writings, reports, or other information and items produced and delivered by Seller to Buyer under this Purchase Contract. To the extent any such information comprises work susceptible of protection under the copyright laws, Seller agrees that such work shall be deemed a "work made for hire" hereunder. In the event such work is determined not to be a "work made for hire" under the copyright laws, this provision shall operate as an irrevocable assignment by Seller to Buyer of the copyright in the work, including all right, title and interest therein, in perpetuity.
18. **DISPUTES.** Either party may litigate any dispute arising under or relating to this Order before any court of competent jurisdiction. Pending resolution of any such dispute by settlement or by final judgment, the parties shall proceed diligently with performance. Seller's performance shall be in accordance with Buyer's written instructions. All references to disputes procedures in Government clauses incorporated by reference shall be deemed to be superseded by this clause.
19. **GOVERNING LAW.** This Contract and the performance thereof shall be governed by the laws of the State of Washington, U.S.A.
20. **ENTIRE AGREEMENT.** This Contract sets forth the entire agreement, and supersedes any and all other agreements, understandings and communications, between Buyer and Seller and related to the subject matter of this Contract. No amendment or modification of this Contract shall be binding upon Buyer unless set forth in a written instruction signed by Buyer's Materiel Representative and an authorized representative of the Seller. The rights and remedies afforded to Buyer or Customers pursuant to any provision of this Contract are in addition to any other rights and remedies afforded by any other provisions of this Contract, by law, or otherwise.