

THE BOEING COMPANY

GENERAL PROVISIONS

Fixed Price Purchase Contract - Foreign Supplier DF 4400-921 (Rev. 2/97)

1. AGREEMENT.

a. This order is Buyer's offer to Seller and acceptance is expressly limited to its terms. Seller commencement of performance, or acknowledgment of this order, shall conclusively evidence such acceptance. Any additional terms of Seller are hereby objected to. Upon acceptance, this contract is a complete and exclusive statement of the terms of the agreement between Seller and Buyer. No change of any kind nor other modification to this contract (including any additional or different terms in Seller's acceptance) shall be binding on Buyer unless agreed to in writing signed by Buyer's Material Representative.

b. This contract and the performance thereof shall be governed by the law of the State of Washington, U.S.A.

c. Any controversy between Buyer and Seller arising out of or in relation to this contract shall be submitted to and be settled by arbitration by three arbitrators under Chapter 7.04 of the Revised Code of the State of Washington, U.S.A. (RCW). Except as otherwise provided in this subparagraph c., any such arbitration shall be conducted in accordance with RCW 7.04. Buyer and Seller hereby accept and submit to the jurisdiction of the Superior Court of the State of Washington for King County at Seattle, Washington, U.S.A., for the purposes of any proceeding relating to such arbitration, including confirmation of award and entry of judgment in conformance therewith. Any notice or process required to be served upon either party in connection with any such arbitration or any proceeding in said Court relating thereto, shall be transmitted to the address for that party set forth on the face of this purchase contract, and it is agreed that such transmission shall constitute valid service. Any such notice or process may also be served upon Seller in any other manner permitted by law. In addition to the RCW Statutory requirements, the notice of intention to arbitrate shall set forth the name and address of the arbitrator appointed by the party giving such notice. Within thirty days after service of such notice, the other party shall appoint the second arbitrator and serve upon the initiating party a written notice stating his name and address. Within thirty days thereafter, the two arbitrators so appointed shall appoint a third arbitrator. Each party hereto shall pay the fees and expenses of the arbitrator appointed by it. The arbitrators shall determine all other costs of the arbitration and assess such costs against one or both of the parties as part of the award.

2. **DEFINITIONS.** Whenever used in this Contract, (a) "Customer" means any customer of Buyer, any subsequent owner, operator or user of the Goods and any other individual, partnership, corporation or person or entity which has or acquires any interest in the Goods from, through or under buyer; (b) "FAR" means the Federal Acquisition Regulation; (c) "DFARS" means the Department of Defense FAR Supplement; (d) "NFS" means NASA FAR Supplement; (e) "Goods" means all of the goods, services, data, software and other items furnished or to be furnished to Buyer under this Contract; and (f) "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. [Unless otherwise specified in this contract, FAR/DFARS and NFS references cited herein are those in effect on the date of this contract.]
3. **PACKING, SHIPPING AND DELIVERY.**

a. All items to be furnished to Buyer under this contract shall be prepared and packed for export shipment in a manner acceptable to Buyer to comply with carrier regulations and prevent damage or deterioration during handling, shipment and storage for up to ninety (90) days at destination. Any package or unitized or consolidated group of packages weighing in excess of 45 kilograms or otherwise not suited to manual handling shall be provided with skids to permit use of mechanical handling equipment. Upon Buyer request, Seller shall submit to Buyer two copies of Seller's proposed preparation procedure and packing design not less than thirty days prior to first shipment, for Buyer approval, and Seller shall prepare and package in accordance with the procedure and design approved by Buyer. All items furnished under this contract and valued in excess of U.S. \$50.00 shall be clearly marked or stamped to indicate country of manufacture. Markings shall consist of the phrase "Made in (country)". In accordance with U.S. Customs Law, markings shall be as permanent as the nature of the product will permit, and located in a conspicuous place, easily available for customs inspection upon arrival in the United States. If the product is of a nature whereby marking is impossible, a securely affixed tag with country of origin named shall suffice. The Seller shall reimburse Buyer for all damage to or deterioration of the Goods which would have been prevented by proper packing and packaging.

b. 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 No. 1 shipping container within each shipment shall contain: (i) a packing list indicating in English the contents of the entire shipment in accordance with Buyer's written instructions; (ii) one copy of any test or other reports required by the applicable contract specifications; and (iii) securely attached to its exterior, one copy of the required customs invoice, enclosed in a waterproof wrapper, and clearly marked "Customs Invoice". A copy of Seller's payment invoice may be used as the customs invoice, provided that the shipment total value is less than U.S. \$500.00 and the copy is marked, "Invoice for Custom Purposes Only"; otherwise, the "U.S. Special Customs Invoices", Form 5515, shall be used. Additional copies, if any, of packing lists, reports, and customs or other invoices, shall be furnished to Buyer in accordance with Buyer's written instructions.

c. All items to be furnished to Buyer under this contract shall be delivered strictly in accordance with the terms, schedule and place of delivery specified in this contract. In the event that this contract specifies a term covered by "Incoterms 1990", as published by the International Chamber of Commerce, then this contract shall be governed by the provisions of "Incoterms 1990"; provided, that in the event of any conflict between the provisions of this contract and the provisions of "Incoterms 1990", the provisions of this contract shall govern.

d. If at any time it appears to Seller that Seller will not meet the delivery schedule, Seller shall

promptly notify and submit all relevant information to Buyer in writing. Such notification and submittal of information shall not relieve Seller of any of Seller's obligations under this contract. In the event of Seller's failure to deliver any or all of the items in accordance with the contract schedule, then Buyer shall have the option to cancel this contract for Seller default, or to maintain this contract, accept late delivery and recover damages, or to pursue any other rights Buyer may have by contract, under the law, or otherwise.

4. **DELIVERY POINT, TITLE AND RISK.** All completed items delivered to Buyer under this contract shall be delivered ex works, and title and risk of loss, damage or destruction thereafter, except insofar as may be provided elsewhere in this contract, shall pass to Buyer at that time and place. Buyer may elect to insure commencing upon passage of the risk.
5. **INSPECTION.** All items furnished under this contract shall be subject to final inspection and acceptance by Buyer at destination and to Buyer's right of rejection, notwithstanding any payment or prior inspection at Seller's works. Final inspection will be made within a reasonable time after receipt of the items at destination. Acceptance shall be conclusive, except for latent defects, fraud or gross mistakes amounting to fraud. In addition, authorized representatives of Buyer shall be entitled to enter Seller's works at all reasonable times, including on a full-time basis, to conduct inspections and tests of such items and the work in process. Seller shall furnish free of charge at Seller's works all reasonable office space, secretarial services, and other facilities and assistance required by such representatives. If this contract indicates that "100% source inspection" is required, then none of the items shall be packed for shipment until Buyer's representative has inspected them and noted such inspection on the packing list and Seller's invoice. Buyer shall notify Seller if any items are rejected and, at Buyer's election and Seller's risk and expense, such items shall be held by Buyer or returned to Seller. At Buyer's option Buyer may: return the items and require Seller to correct and redeliver them; or correct the items itself or have the items corrected by a third party and recover the reasonable cost of such correction; or require Seller to deliver promptly to Buyer replacement items at Seller's risk and expense; or replace the items itself or procure replacement items from a third party and recover the reasonable cost of replacement from Seller; or reject the items and recover the purchase price in lieu of correction or replacement; or retain the items and reduce the contract price in lieu of correction or replacement. Irrespective of which option is elected by Buyer, Buyer shall be entitled to recover from Seller all reasonable costs incurred in removal and reinstallation of the defective items as well as any other damages resulting from the failure of the items to comply with the provisions of this contract.
6. **WARRANTIES.** Seller warrants and guarantees that all goods delivered under this contract will conform to all specifications, descriptions, drawings and other requirements of this contract, will be free from defects in materials and workmanship, will be fit and suitable for the intended purposes, and, to the extent not manufactured pursuant to detailed designs furnished by Buyer, will be free from defects in design. These warranties and guarantees shall extend for a period after completion of Buyer's final acceptance as set forth elsewhere in this contract; provided, that they shall begin anew as to those goods corrected by Seller pursuant to this clause. Approval or acceptance of Seller's designs, and inspection or acceptance of the goods shall not prejudice Buyer's rights under this clause. Such rights shall be enforceable also by Buyer's customers, and shall be assignable to them. Such rights are not exclusive and Buyer reserves any and all other rights provided in this contract or by law.

7. **PRICE, INVOICE AND PAYMENT.** Seller's invoices, notices of delivery and other required documents shall be airmailed to Buyer, to the attention of the addressee shown elsewhere in this contract. The prices set forth in this contract are fixed prices and are stated in U.S. Dollars, and any and all payments to Seller shall be made by Buyer's check in favor of Seller, drawn on a U.S. commercial bank and airmailed to such address as Seller shall designate in writing. Such prices include the costs of preparing and packing for shipment, marking of containers, and furnishing of packing lists and reports, unless otherwise specified elsewhere in this contract. Seller shall pay all taxes of Seller's country, and all such taxes, whether existing, new or modified, are included in the prices set forth in this contract except where excluded by other provisions of this contract. Payment shall be made to Seller thirty days after receipt of the contract items, correct invoice, notice of delivery and other required documents.

6. **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

9. **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.
10. **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.
11. **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.
12. **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; provided, however, that if the U.S. Government has the right to authorize the use of such information or property, Seller may, to the extent of such right, use such information or property as authorized by the U.S. Government; provided, further, that Seller give Buyer notice of such authorization prior to use, and shall indemnify and hold harmless Buyer for all claims, demands, damages or causes of action caused by or in any way arising out of products manufactured by Seller using such information and property and sold by Seller to parties other than Buyer. 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.

13. **MATERIAL SAFETY DATA SHEETS.** Seller will comply with the Hazard Communication Standard, 29 CFR 1910.1200. Seller shall ensure that the name of the Product as identified on the MSDS is identical to the name which appears on the label of the Product shipped to Buyer. Seller shall provide a copy of the Material Safety Data Sheet with each shipment of the product.
14. **NOTIFICATION OF TOXIC CHEMICALS.** Seller will comply with Section 313 of the Emergency Planning and Community Right to Know Act of 1986 (EPCRA) and 40 CFR Part 372, if applicable. As part of such compliance, Seller shall furnish to the Buyer's Materiel Representative the following information with the initial shipment of each Product to Buyer:
 - a. A statement that the Product contains chemicals which are subject to Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR 372.45;
 - b. The name and the associated Chemical Abstract Service Registry number of each chemical which has been incorporated in the Product and which is listed in the specific Toxic Chemical Listings contained in 40 CFR 372.65; and
 - c. The percent by weight of each toxic chemical component of the product shipped.

If the Seller is required to submit a Material Safety Data Sheet (MSDS), this notification must be attached to or otherwise incorporated into such MSDS.

15. **LEAD.** It is the policy of Buyer to prohibit the use of paints containing lead in any form. Seller hereby affirms that the Product provided in compliance with this Contract contains no lead. Further Buyer prohibits the use of lead hammers and lead "slappers." Seller hereby affirms that individuals under its control are informed of this policy.
16. **SHIPPING HAZARDOUS MATERIALS.**
 - (a) Shipment of hazardous materials shall be by common carrier authorized to handle the material, and in accordance with 49 CFR Parts 100-199 and the IATA "Dangerous Goods Regulations" or "The International Maritime Dangerous Goods Code" (if applicable). This includes but is not limited to:
 - (1) Shipping papers must include the emergency contact number.
 - (2) Shipping papers and packages for hazardous materials or wastes identified as "N.O.S." (not otherwise specified) must show the technical name(s) listed in parenthesis, the association to the basic description, and in the case of mixtures, list the major hazardous components by percentage contributing to the hazard.
 - (b) Seller shall indicate on the shipping papers whether the material presents Poisonous by Inhalation (PIH) hazard.
 - (c) At Buyer's request Seller will provide test reports indicating Performance Oriented Packaging (POPs) compliance to facilitate Buyer's reshipment of Seller's Product.
 - (d) Seller shall mark on all interior packages and shipping containers the closed cup flash point of flammable and combustible materials and/or percentage concentration of corrosive liquids.

17. **ASBESTOS FREE DUNNAGE.** Each package and/or container shipped to Buyer is to be free of any asbestos-containing vermiculite and/or any asbestos-containing material as dunnage. Seller hereby warrants to Buyer that the vermiculite and any other dunnage is asbestos-free.
18. **PRODUCTS MADE WITH OR CONTAINING OZONE DEPLETING SUBSTANCES - FOREIGN SUPPLIERS.** If the product(s) to be delivered under this contract contain or are manufactured with ozone depleting substances, the Seller shall include with each of its bills of lading one or both of the following statements, as applicable:

You are hereby advised that items to be delivered under Purchase Contract _____:

May be manufactured with an ozone depleting substance and the following warning statement shall apply to such item(s):

WARNING: Manufactured with (state which of the following substances apply: CFC-11, 12, 13, 111, 112, 113, 114, 115, 211, 212, 213, 214, 215, 216, 217, Halons 1211, 1301, 2402, Carbon Tetrachloride or Methyl Chloroform) substances which harm public health and environment by destroying ozone in the upper atmosphere.

May contain an ozone depleting substance and the following warning statement shall apply to such item(s):

WARNING: Contains (state which of the following substances apply: CFC-11, 12, 13, 111, 112, 113, 114, 115, 211, 212, 213, 214, 215, 216, 217, Halons 1211, 1301, 2402, Carbon Tetrachloride or Methyl Chloroform) substances which harm public health and environment by destroying ozone in the upper atmosphere.

19. **LABELING REQUIREMENTS.** It is agreed that the statements in Article 18 above satisfies the requirements of the Clean Air Act Amendments of 1990 (Section 611), Title 40 CFR Part 82. Accordingly, no method of marking or tagging items shall be used unless the item is a chemical or chemical compound.
20. **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.
21. **NON-WAIVER AND PARTIAL INVALIDITY.** Any and all failures, delays or forbearance's 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.
22. **SPECIAL DATA RESTRICTIONS.** In addition to and without limiting other provisions of this contract, Seller shall comply with any restrictions in connection with the disclosure, delivery or export of technical data of any type whatsoever provided by Buyer to Seller, imposed by any governmental agency of the United States of America under the laws and regulations of the United States of America relating to exports and foreign transactions. Further, Seller shall not disclose any technical data provided by the Buyer for use in, or export any items manufactured by use of such technical data to or for use in, any country or area which Buyer, under the above mentioned laws and regulations of the United States of America, could not itself export technical data or such items from the United States of America.

23. **PATENT INDEMNITY.** Seller shall defend Buyer, Buyer's customers, and the users of Buyer's goods against all claims and proceedings alleging infringement of any United States or foreign patent by any goods delivered under this contract, and Seller shall hold them harmless from any resulting liabilities and losses, provided Seller is reasonably notified of such claims and proceedings. Seller's obligation shall not apply to goods manufactured pursuant to detailed designs developed and furnished by Buyer nor to any infringement arising from the use or sale of goods in combination with goods not delivered by Seller if such infringement would not have occurred from the use or sale of such goods solely for the purpose for which they were designed or sold to Buyer. Seller's obligation shall extend to the U.S. Government only if and to the extent Buyer has agreed to indemnify the U.S. Government.
24. **CHANGES.** Buyer's Materiel Representative may at any time, by a written order, make changes, within the general scope of this contract, in any one or more of the following: (i) drawings, designs, statement of work or specifications; (ii) method of shipment or packing; (iii) place of inspection, delivery or acceptance; (iv) quantities, where reasonable; (v) delivery schedules, where reasonable, and (vi) the amount of Buyer-furnished property. Seller shall proceed immediately to perform this contract as changed. If any such change causes an increase or decrease in the cost of or in the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the purchase price or delivery schedule, or both, and this contract shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted within twenty-five (25) days from the date of receipt by Seller of such written order or within such further time as may be agreed upon in writing by the parties. However, if Buyer decides that the facts justify such action, it may receive and act upon any such claim asserted at any time prior to final payment under this contract. Nothing in this clause shall excuse Seller from proceeding with this contract as changed, including failure of the parties to agree upon any adjustment to be made under this clause. In the event Seller considers that any conduct of Buyer or Buyer's employees constitutes a change to this contract, Seller shall immediately notify the Buyer, setting forth in detail the nature of the conduct and the effect upon performance of this contract. Pending receipt of written direction from Buyer's Materiel Representative, Seller shall take no action to implement the change which Seller believes has occurred.
25. **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 FAR 52.249-2, "Termination for Convenience of the Government", which provisions are incorporated herein by reference; and in which "Government" and "Contracting Officer" shall mean Buyer, "Contractor" shall mean Seller and the phrase "1 year" is deleted each place it occurs and "180 days" is substituted. The right to examine records as set forth in paragraph (m) of FAR 52.249-2 shall be as stated elsewhere in this contract. If this contract supports a prime contract with the U.S. Government, settlements and payments under this clause are subject to approval by the Contracting Officer and Settlement Review Board.
26. **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, "Contractor" shall mean Seller, and all references to a "Disputes" clause are deleted. If Buyer and Seller fail to agree on the amount to be paid for manufacturing materials referred to in paragraph (f) of FAR 52.249-8, the amount shall be the reasonable value thereof but not to exceed that portion of the price of this Contract which is reasonably allocable to such materials.
27. **COMPLIANCE WITH LAWS.** Seller warrants that in the performance of this contract it will comply with any and all applicable laws and ordinances and all lawful orders, rules and regulations thereunder.

28. **UNITS OF MEASURE.** Unless otherwise specifically provided in this contract, all reports, drawings and other technical information and data shall be in English and shall employ the units of measure specified by Buyer in this contract or by separate written notice.
29. **GOVERNMENT INSPECTION.** All goods (which term includes without limitation raw materials, components, intermediate assemblies, end products and technical data) shall be subject to inspection and test by the Government, to the extent practicable, at all times and places including the period of manufacture, and in any event prior to Government acceptance. Through any of its authorized representatives, the Government may inspect the plant or plants of Seller or any of Seller's subcontractors engaged in the performance of this contract. If any inspection or test is made by the Government on the premises of Seller or Seller's subcontractors, Seller shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. All inspections and tests by the Government shall be performed in such a manner as will not unduly delay the work. The Seller is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. Authorized representatives of the Buyer or his Government customer shall, upon request, be afforded the opportunity to inspect and/or witness testing of supplies/services, or be permitted on-site review of evidence of Seller performance of such inspections/tests. Seller shall include the substance of this provision in all subcontracts issued hereunder.
30. **PRICING OF ADJUSTMENTS.** When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, or when the allowability of costs under this contract are to be determined, determination of such costs shall be in accordance with FAR Part 31.
31. **DEFENSE PRIORITY RATING.** If a defense priority rating is identified on the face of this contract, this is a rated order certified for national defense use and the Seller shall follow all the requirements of the Defense Priorities and Allocations Systems Regulation (15 CFR Part 700).
32. **ANTI-KICKBACK PROCEDURES.** Seller agrees to abide by the Anti-Kickback Act of 1986 (41 U.S.C. 51 through 58) and FAR 52.203-7, "Anti-Kickback Procedures" which is incorporated herein by reference, except that subparagraph (c)(1) of FAR 52.203-7 shall not apply to Seller, and further that in subparagraphs (c)(2), (c)(3), and (c)(5), the term "Contractor" shall mean Seller, and in subparagraph (c)(4) the term "Prime Contractor" shall mean Buyer and the term "Subcontractor" shall mean Seller. In addition to reporting possible violations of the Anti-Kickback Act to the Government pursuant to 41 U.S.C. §57(c), Seller shall report such possible violations, if related to Buyer, to the Director of Materiel and/or the Division Counsel of the Boeing division or subsidiary issuing this contract. Seller agrees to hold Buyer harmless from, defend Buyer against, and indemnify Buyer for all costs, expenses, and offsets Buyer may incur as a consequence of violations of this clause by Seller or by Seller's subcontractors or suppliers. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of, this order.
33. **TRUTH IN NEGOTIATIONS ACT.** Seller shall comply with the provisions of FAR 52.215-22 and 52.215-24 which are incorporated herein by reference to the extent such clauses are or become applicable to this contract. In the absence of other instructions, Seller shall submit cost or pricing data for changes which exceed the established threshold consistent with the cost or pricing data instructions applicable to the proposal for this contract. Seller shall reimburse the Buyer any amount by which this contract is determined by the Government to have been overpriced because of Seller's or Seller's subcontractor's failure to comply with such provisions plus any interest, fines or other penalties imposed upon the Buyer as a result of the Seller's or the Seller's subcontractor's defective pricing.

34. **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 with the exception of Proprietary Information Agreements which shall continue in force in accordance with the provisions of such agreements. No amendment or modification of this Contract shall be binding upon Buyer unless set forth in a written instrument 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.