

BOEING CANADA OPERATIONS LTD.

99 Murray Park Road
Winnipeg, Manitoba
R3J 3M6

Doing business as
BOEING CANADA WINNIPEG (BCW)

SUPPLEMENTAL PURCHASE ORDER NOTE SHEET

NOTES ARE CATEGORIZED AS FOLLOWS:

000 ADMINISTRATIVE/GENERAL
200 TECHNICAL
300 QUALITY
400 DELIVERY/PACKAGING/IDENTIFICATION
600 ENVIRONMENT, HEALTH AND SAFETY
700 TOOLING

TERMS AND CONDITIONS TABLE

006	<p>TAXES</p> <p>A. Goods and Services Tax – Extra</p> <p>1. All domestic registered Sellers of taxable supplies of goods and services, except zero rated supplies, within the Canadian border shall:</p> <p>i. Use separate line items for the applicable taxes so that GST is recorded clearly and separately; do not include taxes in the purchase price amount.</p> <p>ii. Display GST registration number on all invoices.</p> <p>iii. Display Boeing Canada Operations Ltd. GST registration number #R100568443.</p> <p>2. All domestic non-GST/HST registered Sellers of taxable supplies of goods and services shall declare themselves as being non-registered sellers.</p> <p>B. Goods and Services Tax - Special</p> <p>1. All foreign registered Sellers of non-exempt goods and services outside of Canadian borders shall allow for GST to be collected by Canada Customs under the authority of the "Customs Act" by:</p> <p>i. Displaying on invoices "GST to be collected by Canada Customs."</p> <p>ii. Displaying Boeing Canada Operations Ltd. #R100568443.</p>	<p>It is the Seller's responsibility to ensure their ITAR registration is up to date and that evidence of such is produced and issued to the Boeing Procurement Agent. In the event registration is rescinded or expires, it is the Seller's responsibility to immediately notify the Boeing Procurement Agent.</p> <p>Where approval is provided by Boeing's Procurement Agent to dispose of any items listed on this Purchase Order or any technology provided to produce the items on this Purchase Order, the Seller agrees to scrap the items by mutilating them, so as to render them unusable. Records of such must be provided to the Boeing Procurement Agent.</p> <p>010 Sellers performing services or carrying out work identified on this Purchase Order are subject to requirements of the Controlled Goods Directorate (CGD), which is a Federal Government program administered by the Department of Public Works and Government Services Canada (PWGSC) legislated by the Defense Production Act (DPA) and the Controlled Goods Regulations (CGR). Sellers must be registered with the Controlled Goods Directorate (CGD) of Canada. It is the Seller's responsibility to ensure their registration is up to date. As well, it is the Seller's responsibility to ensure any employees performing the service or work have been security assessed or is considered exempt as defined by the Controlled Goods Directorate. In the event registration is rescinded or expires, it is the Seller's responsibility to immediately notify the Boeing Procurement Agent.</p> <p>Sellers who contract sub-contractors, independent service providers, consultants, etc., who are not their employees, to carry out work identified on this Purchase Order must ensure the contracted worker is an employee, officer or director of a registered person with Controlled Goods Directorate (CGD) of Canada or with the International Traffic in Arms Regulations (ITAR) of the USA. It is the Seller's responsibility to ensure the service provider's registration is up to date. As well, it is the Seller's responsibility to ensure any employees performing the service or work have been security assessed or is considered exempt as defined by the Controlled Goods Directorate of Canada. In the event registration is rescinded or expires, it is the Seller's responsibility to immediately notify the Boeing Procurement Agent.</p>
007	<p>This Purchase Order may be subject to Canada Revenue Agency regulation 105 non-resident withholding tax. For more information on rendering services in Canada, contact the tax services office nearest to where the services will be rendered and/or the following website link: http://www.cra-arc.gc.ca/tx/nrsdnts/cmmn/rndr/rndr-eng.html</p>	<p>Sellers are required to provide the following to the Procurement Agent prior to commencement of any services or work:</p> <ol style="list-style-type: none">1. A copy of their certificate of registration with the Controlled Goods Directorate (CGD) of Canada that states the registration expiry date. (available to Sellers online)2. Their Designated Official's name and phone number.3. A list of employee names that will be carrying out the service or work identified on this Purchase Order.4. A list of sub-contractors, independent service providers, consultants, etc. and employee names (if applicable) that will be carrying out the service or work identified on this Purchase Order.
008	<p>Items procured and identified on this Purchase Order are subject to requirements of the Controlled Goods Directorate (CGD), which is a Canadian Government program legislated by the Defense Production Act (DPA) and the Controlled Goods Regulations (CGR).</p> <p>It is the Seller's responsibility to ensure their Controlled Goods registration is up to date. In the event registration is rescinded or expires, it is the Seller's responsibility to immediately notify the Boeing Procurement Agent.</p> <p>Where approval is provided by Boeing's Procurement Agent to dispose of any items listed on this Purchase Order or any Controlled Goods technology provided to produce the items on this Purchase Order, the Seller agrees to scrap the items by mutilating them, so as to render them unusable. Records of such must be provided to the Boeing Procurement Agent.</p>	<p>Sellers are required to provide the following to the Procurement Agent prior to commencement of any services or work:</p> <ol style="list-style-type: none">1. A copy of their certificate of registration with the Controlled Goods Directorate (CGD) of Canada that states the registration expiry date. (available to Sellers online)2. Their Designated Official's name and phone number.3. A list of employee names that will be carrying out the service or work identified on this Purchase Order.4. A list of sub-contractors, independent service providers, consultants, etc. and employee names (if applicable) that will be carrying out the service or work identified on this Purchase Order.
009	<p>Items procured and identified on this Purchase Order are subject to requirements of the International Traffic in Arms Regulations (ITAR).</p>	

5.	As applicable, a list of 'Visitor' names (as defined by the Controlled Goods Directorate) who will be performing the service or work identified on this Purchase Order, at least 45 days prior to commencement of any service or work. Boeing may apply & receive an exemption for all visitors from the Controlled Goods Directorate prior to commencement of work or services.	204	For all equipment provided under this Purchase Order that has Multiple Energy Source Equipment (MES) capabilities, the Supplier agrees to provide to Boeing the following information: <ol style="list-style-type: none"> 1. Schematic drawings. 2. Instruction for bringing equipment to zero energy state. 3. A means of lock-out for each energy point and source. 4. Other information as required. <p>The supplier agrees to work with Boeing to develop appropriate MES identifying placarding prior to commissioning of the equipment.</p>
011	Seller is to contact the Boeing Procurement Agent upon completion of this Purchase Order for instructions concerning the return, destruction, and/or retention of Boeing drawings, documents, proprietary information, technical data, or other forms of media which were furnished by Boeing to fulfill this order.	300	Product that deviates from drawing, engineering specification or OPSP requirements must be rejected and dispositioned by a Boeing Approved Material Review Board (MRB) representative. Sellers that do not have Boeing MRB approval must submit Advance Rejections to Boeing Procurement representative and ensure completion prior to shipment. All Advance Rejection tag numbers must be listed on the Certificate of Conformance and the product, adjacent to part identification. Copies of completed rejection tags with SQ buy-off are to be included with the shipment. Shipments of product or material controlled by an Open Advance Reject Tag must be in single increments, unless otherwise approved. A copy of the Rejection Tag must accompany the shipment and product must be shipped in a separate container.
012	Sellers performing services or carrying out work identified on this Purchase Order are subject to requirements of the International Traffic in Arms Regulations (ITAR) of United States of America. Sellers must be registered with the International Traffic in Arms Regulations (ITAR). It is the Seller's responsibility to ensure their registration is up to date. As well, it is the Seller's responsibility to ensure any employees performing the service or work have been security assessed and eligible or is considered exempt as defined by the International Traffic in Arms Regulations (ITAR). In the event registration is rescinded or expires, it is the Seller's responsibility to immediately notify the Boeing Procurement Agent.	301	Seller shall be charged for all Boeing incurred costs as a result of product found to be unacceptable when inspected to the requirements called out on the Outside Production Specification Plans (O.P.S.P.), Advanced Drawing Change Notice (A.D.C.N.) and applicable engineering requirements. At the discretion of the Boeing Procurement Representative, where Boeing's production schedule does not allow return of defective product/material for rework, Seller shall be charged the current hourly wrap rate to cover costs of reworking any nonconformity of product into an acceptable condition at Boeing's facility.
	Sellers who contract sub-contractors, independent service providers, consultants, etc., who are not their employees, to carry out work identified on this Purchase Order must ensure the contracted worker is an employee, officer or director of a registered person with International Traffic in Arms Regulations (ITAR) of the USA or with Controlled Goods Directorate (CGD) of Canada. It is the Seller's responsibility to ensure the service provider's registration is up to date. As well, it is the Seller's responsibility to ensure any employees performing the service or work have been security assessed and eligible or is considered exempt as defined by the International Traffic in Arms Regulations (ITAR). In the event registration is rescinded or expires, it is the Seller's responsibility to immediately notify the Boeing Procurement Agent.	302	Seller shall perform First Article Inspections (FAI's) in accordance with AS/EN/SJC 9102. The FAI report must list all drawing characteristics (i.e., dimensions, notes, materials/process requirements, etc.), as well as any additional Outside Production Specification Plan (O.P.S.P.) requirements. The FAI report must reflect the actual dimension/value obtained for each characteristic. The FAI report shall be maintained on file at the Seller's facility. In the event of an engineering configuration change, manufacturing method change, tool change, or major tool rework, a delta FAI documenting all characteristics affected by the change must be completed. A new FAI report is required for product fabricated from tooling, programming, or processes which have been inactive for a period greater than two years.
	Sellers are required to provide the following to the Procurement Agent prior to commencement of any services or work: <ol style="list-style-type: none"> 1. A copy of their certificate of registration with the International Traffic in Arms Regulations (ITAR) of the USA that states the registration expiry date or a letter of confirmation of same signed by a signing officer of the Seller company. 2. Their Designated Official's name and phone number. 3. A list of employee names that will be carrying out the service or work identified on this Purchase Order. 4. A list of sub-contractors, independent service providers, consultants, etc. and employee names (if applicable) that will be carrying out the service or work identified on this Purchase Order. 	303	Seller will be responsible for rework and/or replacement of all parts not conforming to the revision level of the O.P.S.P. and engineering requirements listed on the Purchase Order for a period of one (1) year from date of shipment or, if the Seller has agreed to a warranty per Boeing document M6-1124-3 or Boeing document D6-81852, the later will prevail. Seller will be responsible for all freight and customs charges associated with the return of these goods.
	Sellers are required to notify their contracted workers and/or employees that they are required to present identification and proof of employment before being allowed to enter the Boeing premise.	304	Manufacturer certified test reports showing actual test results and stating compliance to applicable specifications shall accompany each shipment when required per applicable specifications. The Seller shall include with each shipment, two copies of the results of the lot, batch or item acceptance tests required by the applicable specification. Test reports shall include control identity (e.g., heat, lot, batch, serial number) of material/item tested, actual values when applicable, and shall be signed by the Seller's authorized agent. The report shall establish the quantity of material/items associated with each traceability number shipped. Place one copy with the shipping documentation and one copy inside the shipping container.
013	Sellers performing services or carrying out work identified on this Purchase Order are subject to requirements of the Controlled Goods Directorate (CGD), which is a Canadian Government Program legislated by the Defense Production Act (DPA) and the Controlled Goods Regulations (CGR).	305	Test specimens are required from production lot supplied. (Note: this code note is not required if BMS specification stipulates that test coupons be supplied).
	The Seller has been identified as a person that is not registered with the Controlled Goods Directorate (CGD) of Canada or with the International Traffic in Arms Regulations (ITAR) of the USA.	306	Material supplied on this Purchase Order must be supplied from a Boeing approved batch. A test report from a Boeing Lab with a Boeing QC stamp containing test results for characteristics required by the "Purchaser Quality Control" section of the applicable BMS must accompany the manufacturer test report with each shipment.
	The Seller is also considered to be a 'Visitor' as defined by the Controlled Goods Directorate.	307	Seller is required to maintain compliance with D1-4426: Boeing Approved Process Sources. This document defines the approved sources for special processing, composite raw materials, composite products, aircraft bearings, designated fasteners, and metallic raw materials. When statement of work/engineering specifies the requirement for a Boeing special process or an approved process source, the supplier or process Seller must be an approved processor listed in Boeing document "D1-4426, Approved Process Sources" or applicable Boeing specification.
	Boeing Canada Operation Ltd may obtain an exemption with the Controlled Goods Directorate for all visitors for each place of business where controlled goods and/or controlled technology are kept and which they will access.	308	Boeing, Boeing customers, or regulatory agencies shall be allowed to perform quality, or production verifications at Seller's facility, or any sub-tier Seller/supplier, during any point of manufacture. All applicable quality records shall be made available at the time of any such verification.
	Sellers are required to provide the following to the Procurement Agent 45 days prior to commencement of any services or work performed at the premise: <ul style="list-style-type: none"> • For each visitor, their full name, date of birth, citizenship and evidence of the visitor's employment history for the last five-year period. The letter must include the name and address of the visitor's current employer (if applicable). • For each visitor, any information regarding any valid Government security clearance the visitor may be holding (if applicable). 	309	A first article inspection (FAI) report must be completed per AS9102 requirements. On-site source inspection of the first production order will be required. For Supplier Self Verification & Acceptance (or delegated source) approved suppliers, two production orders will require source inspection. In the event of a rejection, a delta FAI report will be required on the next lot manufactured for those characteristics found to be non-conforming. Notify the Boeing Procurement representative with the completion schedule so that appropriate planning can be accomplished.
201	Fabricate complete per latest Outside Production Specification Plans (O.P.S.P.) revision as per Purchase Order.		
202	Raw Materials supplied must be manufactured to the latest product specification document revision. Material supplied to earlier revisions must be prior approved by the Boeing Procurement Agent.		

- 310 Seller is required to maintain a quality system in compliance with Boeing document D6-82479, "Boeing Quality Management System (BQMS) requirements for Suppliers" and Appendix A and Addendum 1 to such document as each may be amended from time to time. Such document, appendix and addendum are incorporated herein and made a part hereof by this reference. Boeing reserves the right to conduct surveillance at the Seller's facility to determine that the Seller's quality system meets the requirements as set forth herein. A copy of Boeing document D6-82479, BQMS requirements for suppliers, including all appendices and addenda can be obtained at the following URL address: <http://www.boeing.com/suppliers/>. Boeing requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.
- Seller shall maintain certification, obtained from an accredited certification body, to AS/EN/JISQ 9100, quality management systems aerospace requirements, as may be revised from time to time. Boeing reserves the right to make final determination regarding Seller compliance to quality management system requirements. Seller shall comply with the requirements of Form X31764, Boeing Quality Purchasing Data Requirements available at the following URL address: <http://www.boeing.com/suppliers/>.
- Boeing requires that the provisions/requirements set forth in FORM X31764 be included in Seller's direct supply contracts as well as the obligation that they be flowed to the Seller's sub-tier supply chain. Boeing requires that the provisions/requirements set forth in AS/EN/JISQ 9100, as determined by the Seller to be applicable, be flowed to the sub-tier supply chain as specified in AS/EN/JISQ 9100.
- 311 Certificate of Conformance is required with each shipment stating that the Seller certifies material and/or finished parts/kits have been controlled and tested in accordance with, and meets, specified Purchase Order requirements, and that applicable records are on file subject to examination. For traceability purposes, the deliverable end item and its applicable traceability must be listed on the Certificate of Conformance.
- NOTE 1: Kits delivered as end items shall include a list of components and their applicable traceability attached to the Certificate of Conformance. Supplier shall provide one copy inside the kit.
- NOTE 2: Bulk seals delivered as end items shall have the BCW 10-digit code number included in the part marking along with the engineering configuration identification.
- Seller must provide evidence of acceptance by its quality assurance department on all shipments with the following: (A) Certified physical and metallurgical test reports where required by controlling specification, or (B) a signed or stamped, dated statement on the packing sheet certifying its quality assurance department has inspected the parts and they adhere to all contract requirements, applicable drawings and/or specifications.
- Boeing requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.
- 312 A first article inspection (FAI) report must be completed per AS9102 requirements and be forwarded to Boeing with the first shipment of this product. In the event of a rejection, a delta FAI report will be required on the next lot manufactured for those characteristics found to be non-conforming.
- 313 Seller shall purchase items listed on this Purchase Order from a Boeing approved manufacturer. Seller shall list approved manufacturer and batch numbers for items supplied and maintain documentation on file to support this.
- 314 Boeing Supplier Quality approval of Seller's manufacturing, inspection, and quality plans are required prior to shipment of product.
- 315 Seller is to control variation of drawing and/or Boeing identified Key Characteristics through the application of Continuous Quality Improvement principles of D6-82479 Addendum 1 Variation Management of Key Characteristics (9103). The control plan (or equivalent) shall be maintained on file at the Seller's facility and be readily available for review. Key Characteristics control responsibility must be flowed down to subcontractors to ensure that characteristics not verifiable upon receipt are adequately controlled by the subcontractor.
- 316 Boeing source inspection and acceptance of all product is required prior to shipment. Adequate notice of shipment is required to allow proper coordination of travel.
- 317 Supplier of parts with SCD (Specification Control Drawing) engineering is to include the latest design drawings for the product and show evidence of Boeing approval of the design with the first shipment, as well as after each revision. Supplier shall also provide the latest design drawings at any time upon request of the Boeing Procurement representative.
- 318 Seller is required to maintain a quality system in compliance with Boeing document D6-82479, "Boeing Quality Management System Requirements for Suppliers" and Appendix D, Quality Management Systems - Requirements for Aviation, Space and Defense Distributors and requirements for Boeing Recognition of Aviation, Space and Defense Quality Management System Accredited Certification/Registration to such document as each may be amended from time to time. Such document and appendix are incorporated herein and made a part hereof by this reference. Boeing reserves the right to conduct surveillance at Seller's facility to make final determination that Seller's quality system meets the requirements as set forth herein. A copy of Boeing document D6-82479, including all appendices and addenda can be obtained at the following URL address: <http://www.boeing.com/suppliers/supplier/index.html>.
- 319 D-590 Standards purchased to meet SOS, rework, spare, or AOG requirements require a Certificate of Conformance showing manufacturer/distributor, batch number, lot number, Boeing identification and a specific description of the fasteners/standard.
- 320 The Seller shall provide statements of corrective action per applicable section of D6-82479 Appendix A (AS9100) "Quality Management System - Requirements for Aviation, Space and Defense" or Appendix D (AS9120) Quality Management System - Requirements for Aviation, Space and Defense Distributors on failures or non-conformance of Seller's product upon request by the Boeing Procurement representative
- 321 All reworked or repaired items returned by the Seller shall be identified with applicable Boeing rejection tag numbers adjacent to the part identification. Seller must provide evidence of acceptance by its Quality department of all reworked or repaired items. A signed or stamped, dated statement on the packing sheet certifying its Quality department has re-inspected the items and they adhere to all requirements, applicable drawing and/or specifications or a copy of production documentation showing QA/QC acceptance of the rework / repair is acceptable.
- Boeing requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.
- 322 The Seller shall not relocate or subcontract work without written Boeing acceptance. Notification should be made to the Boeing Procurement Agent and shall contain the subcontractor name, address, telephone number, QA Manager's name, applicable part numbers and part description. Seller shall also notify Boeing of any work transfers within the supply base. Boeing requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.
- 323 All time-sensitive materials shall have a minimum shelf life as specified on the applicable Boeing agreement or specification. If a minimum shelf life has not been specified, product shall have at least three months of remaining shelf life from the date of delivery, unless specifically authorized by the Boeing Procurement representative.
- 324 Calibration and certification of measurement and test equipment must meet the following requirements:
- Calibration is performed to a documented method or procedure.
 - Calibration is performed with certified equipment traceable to the National Research Council of Canada (NRC) or the United States National Institute of Standard Technology (NIST). Where no such standards exist, the basis used for calibration is to be documented.
 - Appropriate environmental controls are maintained to the extent necessary to ensure valid measurements. When necessary, apply compensating corrections to the measurement data.
 - The Certificate of Calibration is to include:
 - Name and signature of technician who performed the calibration
 - Name and serial number of the equipment
 - Manufacturer
 - Date of certification
 - Calibration method or procedure number
 - Equipment tolerances
 - Traceable standard used
 - Result of calibration. This includes a statement of any repair or adjustments made. If no adjustments or repairs were necessary, then the actual instrument tolerance should be indicated.
- 325 Seller shall adhere to the instructions/requirements of Boeing document: D6-83720 Drop Ship Certification of Conformance Requirements for Boeing Suppliers (Providing Suppliers and/or Receiving Suppliers). Where Boeing Canada Operations Limited (BCW) has approved the Seller for Verification and Acceptance of this product, the product can be shipped directly to the address specified by the Purchase Order. Direct shipment to Airline customers is not permitted. Sellers who have not been granted delegated inspection authority by BCW shall notify the Boeing Procurement Agent to schedule on-site BCW inspection of parts prior to drop shipment. Note: Accompanying paperwork must include a statement that responsibility for acceptance of this product has been granted to the Seller by BCW. Note: Enclose objective evidence (i.e. Certified metallurgical or physical test reports, where required by controlling specifications), along with dimensional data and functional test data, as applicable, with the first shipment only of drop shipped product to another Boeing supplier. Enclose the recorded / required data on appropriate First Article Inspection report /forms.
- 326 Where qualified personnel are required to perform work (special processes, BAC specification), the Seller is responsible for ensuring the personnel have the necessary certification and/or training.
- 327 Seller shall maintain, on file at the Seller's facility, quality records traceable to the conformance of product/part numbers delivered to Boeing. Seller shall make such records available to regulatory authorities and Boeing's authorized representatives. Seller shall retain such records for a period of not less than ten (10) years from the date of shipment under each applicable order for all product/part numbers unless otherwise specified on the order. Seller shall maintain all records related to the current first article inspection (FAI) for ten (10) years past final delivery of the last product covered by the FAI.
- At the expiration of such period, Boeing reserves the right to request delivery of such records. In the event Boeing chooses to exercise this right, Seller shall promptly deliver such records to Boeing, at no additional cost, on media agreed to by both parties. Boeing requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.
- 328 Quality Assurance record retention for this product is covered under the applicable Controlled Goods / ITAR requirements and must be maintained on file at the Seller's facility and made available to regulatory bodies and Boeing representatives. Seller must retain records accordingly.
- 329 Seller is required to maintain compliance with Boeing document D6-51991 "Quality Assurance Standards for Digital Product Definition (DPD) at Boeing Suppliers" as may

be revised from time to time. Seller is required to obtain Boeing approval as a DPD-capable supplier if Seller receives downloads, and/or uses computer aided design (CAD) geometry in any format from any Boeing facility. Boeing digital data sets are reference only (not design or inspection authority) until Boeing DPD approval status is obtained.

330 Seller shall package product in accordance with the requirements set forth in D37520-0, -1, -1A, -1B and -1C as applicable. Packaging shall be sufficient to ensure product integrity while in-transit.

332 787 Change Process
Supplier must submit change requests (including costs and weight reduction improvements) to engineering through their Boeing Procurement Agent using the Boeing Winnipeg form #5309 'Problem Report/Opportunity Form'.

333 787 Global Collaboration Environment (GCE)
Seller and all applicable sub-tiers shall comply with the most recent revision of Boeing document: D061Z001-01, Systems Integration Processes and Tools, 787 Global Collaboration Environment Process, Computing and Training Responsibilities (GCE) as may be revised from time to time.

334 787 Configuration Management
Seller shall maintain a configuration management program which meets the requirements of AS9100 (as may be amended from time to time).

335 787 Serialized Parts
Seller shall apply serial numbers in sequential order to product requiring serialization as defined by engineering. The specific format of serialized numbers shall be communicated by the Boeing Procurement Agent.

336 787 Data Requirements for Drop Shipments of Serialized Parts
Seller shall provide data requirements for parts/assemblies (product) that have components that have serialization (as defined by engineering), delivered on behalf of BCW to our customer, by completing form #5319 and forwarding to BCW prior to shipment as instructed by the Boeing Procurement Agent. Note: use one form for each serialized part.

337 787 Data Requirements for Drop Shipments of Time and Temperature Sensitive Materials
Seller shall provide data requirements for parts/assemblies (product) that have components that are sensitive to time and temperature (as defined by engineering), delivered on behalf of BCW to our customer, by completing Form #5320 and forwarding to BCW prior to shipment as instructed by the Boeing Procurement Agent.

338 787 Data Requirements for Drop Shipments of Hazardous Materials/Articles
Seller shall provide data requirements for parts/ assemblies (product) containing hazardous materials (as defined by engineering), delivered on behalf of BCW to our customer, by completing form #5321 and forwarding to BCW prior to shipment as instructed by the Boeing Procurement Agent.

339 787 Data Requirements for Drop Shipments of Product with Variation Management
Seller shall provide data requirements for parts/assemblies (product) that have baseline measurement data or key characteristic measurement data (as defined by engineering), delivered on behalf of BCW to our customer, by completing Form #5322 and forwarding to BCW prior to shipment as instructed by the Boeing Procurement Agent.
Note: One form for each part.

340 787 Designated Parts –forgings and machined product
Seller shall adhere to the instructions/requirements of Boeing document D6-1276, 'Control of Materials and Processes for Designated Parts and Components of Boeing Products', for product identified in the engineering data set to be produced in accordance with D6-1276 Designated Part. Approval of initial or revised manufacturing plan(s) is to be coordinated through the Boeing Procurement Agent.

341 787 Designated Parts
Seller shall adhere to the instructions/requirements of the Boeing Document D6-17781, 'Control and Approval of Designated Parts Production', for product identified in the engineering data set to be produced in accordance with D6-17781. Approval of initial or revised manufacturing plan(s) is to be coordinated through the Boeing Procurement Agent.

342 Records and Record Retention:
The Boeing Production Order shall not be used to record Supplier's processing. The Boeing Production Order shall be used to record Supplier's acceptance of quality operations. Supplier shall create an internal production order by making a copy of the Boeing Production Order or creating an internal production order based on the Boeing Production Order. When a copy of the Boeing Production Order is used, it shall be modified to remove any reference to Boeing tools and/or methods of manufacture. Supplier's tools and/or methods of manufacture shall be added to its internal production order to provide a record of manufacture. Supplier's internal production order shall be traceable to the Boeing Production Order and shall be retained at Supplier's facility for a period of ten years from the date of product shipment.

Supplier Production Record of Manufacture:

Supplier's internal production order is the record of manufacture for Boeing. It also serves as Supplier's record of manufacture and Product acceptance. Supplier may make a copy of the Boeing Production Order or may produce an internal production order based on the Boeing Production Order and engineering requirements. Supplier's internal production order shall reflect Supplier's methods of manufacture and inspection. If a copy of the Boeing Production Order is used, Supplier shall delete on its internal production order any Boeing specific methods of manufacture and inspection (e.g., machine names, programming titles, inspection machines/methods, etc.) that do not reflect what Supplier will use to manufacture or inspect the Product. Supplier's internal production order shall contain the same inspection/test steps that are in the Boeing Production Order except for Coordinate Measuring Machine (CMM) operations, as described in the Special Supplier Stamping Instruction. Supplier shall contact the Boeing MBU focal for all other inspection/test operations that cannot be performed as described in the Boeing Production Order.

Boeing Production Record of Acceptance:

The Boeing Production Order is the record of acceptance for Boeing after inspection operations are stamped by Supplier's inspection personnel. Suppliers providing Product or services shall do so in accordance with the basic steps provided in the Boeing Production Order, and included in Supplier's internal production order (see Supplier Production Record of Manufacture below). All inspections and tests shall be performed to ensure the Product meets the approved Boeing engineering requirements. If the Boeing Production Order contains Boeing-specific methods of inspection, other than CMM, that do not reflect what Supplier can or will use to inspect the Product, Supplier shall contact the Boeing MBU Focal from which the Boeing Production Order originated. An exception to this rule is CMM operations as described in the Special Supplier Stamping Instruction Note. Supplier shall only indicate Product acceptance on this record in accordance with the stamping Quality Note. The Boeing Production Order shall be returned with the completed Products, unless otherwise requested (e.g., one-time source acceptance facilitating direct shipment of product).

Boeing Production Record of Acceptance - Stamping Requirements:

Note: The Boeing Production Order with Supplier's quality stamp impressions is a legal document indicating Product and/or process acceptance.

- a) D6-82479 Boeing-approved suppliers and D1-4426 Boeing-approved process suppliers shall only stamp adjacent to the inspection operation(s) certifying the operation was performed in accordance with applicable engineering specifications. Apply stamps only at indicated locations at the time the inspection/test is completed. Enter the date the inspection/test was performed adjacent to all stamps applied to production records.
- b) When textual entries are required within inspection operations, such approved Suppliers shall provide those entries.
- c) Such approved Suppliers shall not stamp manufacturing operations on the Boeing Production Order or make entries in those spaces within operations designated for Boeing in-house process verification.
- d) Stamp impressions placed in error or textual errors (wrong date, wrong part quantity, wrong information, etc.) by Supplier shall be voided. This shall be accomplished by drawing a single line through the stamp impression or text and printing the word "VOID" next to the voided impression or text. The reason for every void shall be printed on the back of the page where it occurred (example: "Stamp placed in wrong location.") and Supplier's personnel who performed the void shall print, sign and date adjacent to the void.
- e) Suppliers not approved pursuant to D6-82479 shall adhere to all requirements established for approved suppliers. Additionally, such non-approved Suppliers shall provide a copy of their Record of Manufacture with the Boeing Production Order and the Products

Note: Fabrication inspectors will contact Suppliers when paper work errors are found on the Boeing Production Order.

Note: In special cases, where Supplier does not use inspection stamps, Supplier may print its name, its inspector's last name, identification number (if assigned), and then sign and date adjacent to the inspection operation.

Boeing Production Record of Acceptance - Completed Products Identification Requirements:

Note: The following requirements apply to Products that are returned to Boeing that have been manufactured and/or processed by Suppliers.

- a) Identify (stamp) details and assemblies in accordance with engineering and BAC-5307 requirements.
- b) Identification shall include the engineering/manufacturing engineering configuration (part number), shop floor control/production order number, or traceability number, six-digit vendor (supplier) code, and the date of manufacture.
- c) Parts too small to mark may be bagged or tagged per engineering requirements BAC-5307.

Special supplier stamping instructions for the Boeing Production Record of Acceptance Note: Applies to operations with Coordinate Measuring Machine (CMM) operations.

a.) If bench and CMM operations exist and Supplier does not use a CMM for Product inspection, Supplier's quality inspector will inspect all features at the bench and shall stamp/date the bench operation. Supplier's quality inspector shall also stamp/date the CMM operation and write "See Over" next to the CMM acceptance stamp. A statement is then written on the back of the page stating, "Full inspection performed; CMM not required." Supplier's quality inspector then places another stamp impression and the date next to the statement.

b.) If only a CMM operation exists and Supplier does not use a CMM for Product inspection and there is no bench inspection operation, Supplier's quality inspector will inspect all features at the bench and shall stamp/date the CMM operation and write "See Over" next to the CMM acceptance stamp. A statement is then written on the back of the page stating, "Full inspection performed; CMM not required." Supplier's quality inspector then places another stamp impression and the date next to the statement.

Note: In cases where a CMM operation exists and the supplier possesses and utilizes a CMM, normal supplier Quality stamping practices shall be followed.

343

Seller shall provide written notification to Boeing within one (1) day when a nonconformance is determined to exist, or is suspected to exist, on product already delivered to Boeing under any order and the following is known:

- a) Affected process or product number and name
- b) Description of the problem (i.e., what it is and what it should be)
- c) Quantity and dates delivered
- d) Suspect/affected serial numbers(s) or date codes, when applicable.

The Seller shall notify the Boeing Procurement Representative and the Boeing Procurement quality assurance field representative for the Boeing location where the product was delivered.

345 The Seller shall immediately notify Boeing in writing of any change to the quality control system that may affect the inspection, conformity or airworthiness of the product. After the issue of initial Boeing quality system approval, each change to the quality system is subject to review by Boeing.

400 787 Drop Ship Advanced Shipping Notification and Approval.
For Sellers drop shipping 787 product on behalf of BCW to our customer, Seller shall obtain an authorization number prior to shipment and obtain and apply bar code labels supplied by BCW. The Seller shall request authorization by completing form # 5312 Advance Shipping Notification and form # 5310 Record of Weights (Suppliers) and forwarding to BCW as instructed by the Boeing Procurement Agent.

406 Note for Exostar users: the change order sequence number in the Exostar Purchase Order change document located at the top header and the paper based Purchase Order change details section may not necessarily match the revision number of the Purchase Order. Suppliers are requested to action the Purchase Order changes having the latest revision number/date located in the order reference –Reference Description Section in the Exostar Purchase Order Change.

408 Each roll shall be permanently and legibly marked on the container and in the core providing the information required by the specification identified on this Purchase Order.

409 Each container/sheet shall be permanently and legibly marked providing the information required by the specification identified on this Purchase Order.

410 Time and temperature recorders are to be positioned within the shipment in accordance with Boeing Material Standard BSS-7061 "Requirements for Time and Temperature recorders used with Time and Temperature Sensitive (TATS) Materials".

411 Export Requirement for Drop Shipments to United States
Sellers drop shipping product on behalf of Boeing Canada Operations Ltd to our customers in the United States shall:

- Add the following statement to Customs documents for each shipment:
Importer of Record: The Boeing Company
E.I.N. 91-0425694AP
- Follow shipment routing instructions located at http://www.boeing.com/supplier_portal/sri.html as follows:
 1. For ground shipments greater than 150lbs, use Boeing Domestic shipment routing instructions.
 2. For all other shipment types use Boeing International shipment routing instructions.

601 Seller shall supply Material Safety Data Sheets (MSDS) that complies with the Hazardous Products Act (Canada) and related regulations under the Workplace Hazardous Materials Information System (WHMIS). Seller must ensure that the MSDS provided are the most current MSDS available. MSDS and a safe use plan shall be submitted to Boeing for approval prior to use.

Send To: BOEING CANADA OPERATIONS LTD.
WINNIPEG DIVISION
99 MURRAY PARK ROAD
WINNIPEG, MANITOBA R3J 3M6

Attention: ENVIRONMENT, HEALTH AND SAFETY DEPARTMENT

602 Sellers shall provide the Boeing focal (on-site activity representative) with a contractor safety plan for work to be done on Boeing premises prior to commencement of project.

Sellers performing work or carrying out work at any facility controlled by Boeing will adhere to safety, health & environmental practices in accordance with applicable laws and regulations as well as Boeing policies and procedures, including but not limited to:

- Manitoba Workplace Safety and Health Act
- Hazardous Products Act (Canada)
- Transportation of Dangerous Goods Act (Canada)
- Canadian Environmental Protection Act (Canada)
- Dangerous Goods Handling & Transportation Act (Manitoba)
- Ozone Depleting Substances Act (Manitoba)
- Public Health Act (Manitoba)
- Pesticides and Fertilizers Control Act (Manitoba)
- Environment Act of Manitoba
- Service Provider Environmental Health & Safety Plan form 5217 (Boeing)

Sellers shall provide their employees with approved personal protection equipment appropriate for the level of hazard including but not limited to:

- Safety shoes (worn in all factory work areas).
- Safety eye protection (worn in all factory areas).
- Hard hat (worn where applicable).
- Fall protection shall include, as a minimum, body harness and safety lanyard: belts are not acceptable. Contractors must be fully trained per Workplace Health & Safety requirements.
- Respiratory protection (worn where applicable).

- Hearing protection (worn where applicable).

Sellers shall provide their own forklift/manlift (electric for inside use) and operator and/or scaffolding, unless prior arrangements have been made with the Facilities/Maintenance manager. Forklift operators will be qualified to the Manitoba Workplace Safety & Health requirements and will have valid operator's license for such forklifts. Such license will be available for viewing at any time during the term of the project. In addition, all forklifts will be equipped with a flashing amber light, safety mirrors, backup alarm, seat belts, and head & tail lights.

Sellers acquiring the services of subcontractors must ensure their subcontractors meet and follow the same requirements above.

When renewing or requesting unescorted access to Boeing premises, Seller's employee shall provide two pieces of valid Government issued identification, one of which includes a photo (eg.: drivers license, passport, etc.). Said identification may be used by Boeing Security Management to conduct criminal history background checks.

603 Any Seller or Seller's employees, including any subcontractors or subcontractor employees of the Seller, not adhering to all safety requirements will be instructed to report to their supervisor and the Boeing facilities/maintenance representative responsible for overseeing the contract before continuing their duties under the contract.

605 Any Seller providing radiographic services including x-ray, ultrasonic, magnetic particle, but not limited to such, must be certified for such specified test methods, to CGSB (Canadian Government Specification Board) and/or ASNTCIA (American Standard National Testing Certificate IA). All licensing and certification validity shall be ensured by the Seller and proof of such certification and licensing may be, at the discretion of Boeing, required as a condition of any work statement or contract at this facility.

606 Seller shall inform their employees and subcontractors (if applicable) that BCW has a "No Smoking" policy and that smoking is only permitted in designated external smoking shelters.

607 All work on systems/equipment that contain or potentially contain stored energy sources such as but not limited to electricity, compressed air, steam, gas, hydraulics, mechanical energy, vacuum and chemical, shall be controlled through lockout-tag-out procedures that are consistent with industry standards, applicable legislation and Boeing policies/procedures. Sellers acquiring the services of subcontractors must ensure their subcontractors meet and follow the same requirements.

700 Seller assumes the risk of and shall be responsible for any loss thereof or damage to all tooling on this Purchase Order hereunder while such tooling is in the Seller's or its subcontractor's possession and control. Boeing Quality Assurance acceptance of Seller's manufactured tools does not free the Seller from implied warranty of the tools. Tool failure resulting from defective manufacturing processes will be addressed as determined necessary by the Boeing Procurement Agent.

701 The tooling covered by this Purchase Order shall be deemed accountable tools as defined in Boeing document D33200, which document and its provisions are incorporated herein by reference. Upon acquisition or completion of manufacture, the accountable tooling shall become property of the Boeing Company.

For Boeing owned tools, Certified Tool List (CTL) Boeing form# D1-4101-0600 or BCW's form# 5276 must be completed and forwarded to the Boeing Procurement Agent for new, reworked, and/or re-identified tools. Payment for tools will not be authorized by the Boeing Procurement Agent until the C.T.L. has been received and authorized by Boeing Supplier Quality.

A digital photograph of the tool and a digital photograph of the tool identification data and tool inspection stamps must accompany the CTL.

When tooling is transferred to or from a Seller's facility, the Seller will be required to complete BCW form# 5268, as applicable. This list will acknowledge receipt/shipment of tooling and acceptance of the tool's visual condition.

When the Seller is assuming responsibilities from another Boeing Seller for tools located at their sub-tier supplier facilities, the Seller will be required to sign BCW form# 5037 assuming responsibility for those tools and agreeing to the supplier responsibilities outlined in the Boeing Suppliers' Tooling Manual D33200.

702 Seller shall apply identification to all new, re-made, reworked or re-identified accountable tools owned by Boeing. The identification of Boeing owned tools shall meet the requirements of Boeing Tooling Documents D33200-1 and D33181-40. The Seller is required to apply a Boeing supplied lifetime serial number to the tool. Serial numbers will be supplied by the Boeing Procurement Agent as required.

Seller shall, when identifying Boeing ownership of tools by steel stamping, etching or methods other than use of tool tag UT6904, use the words "Boeing Property".

703 TOOLING FABRICATION TERMS AND CONDITIONS
(To support tooling requirements)

1. TITLE CLAUSE

Legal title to all accountable tooling, manufactured or purchased by Seller in the performance of this Purchase Order shall be retained by the Seller as security for the payment of the price thereof and retained thereafter unless and until Boeing shall request the transfer of such tooling to Boeing or any third party hereafter provided. Subject to the following provisions of this tooling clause, Seller is hereby authorized to use such tooling only in the performance of Purchase Orders for Boeing. Boeing may, at any time, for any reason, and in Boeing's absolute discretion, remove the tooling from the Seller's possession, or require Seller to deliver the tooling to Boeing or any third party, or direct Seller to use any such tooling or take any other action with respect to such tooling that could be taken by the absolute owner thereof, including without

limitation the power to divest Seller of legal title to such tooling and to transfer such title to Boeing or to any other party. If any such action taken by Boeing pursuant to this paragraph causes an increase in the cost of, or the time required for the performance of any part of the work under any order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, pursuant to the clause thereof entitled "changes".

2. TAX CLAUSE

Unless specifically stated in the Contract, Seller shall pay all present and future taxes arising in connection with this Contract and all such taxes shall be deemed to be included in price listed on this Purchase Order.

Seller agrees that for income tax purposes, Boeing shall be entitled to claim all investment tax credit and depreciation with respect to all tooling based on Boeing's equitable interest in such property and regardless of the fact that Boeing may not have legal ownership or legal title in the tooling.

3. ASSIGNMENT

Seller agrees that Boeing may unilaterally assign all or any part of its rights and obligations, including its title to or any interest in the property under this Purchase Order, to an affiliate of Boeing and /or subsidiary of The Boeing Company provided that Boeing unconditionally guarantees to the Seller that notwithstanding such assignment, Boeing shall perform all of the agreement, duties and obligations imposed on Boeing by this Order.

4. SELLER'S QUALITY REQUIREMENTS

Seller must comply with the requirements of D33200, Boeing Suppliers' Tooling Document when fabricating Boeing, or Boeing customer owned tools. All quality checks, verifications and records shall be retained by the Seller and presented upon request per D33200. These quality records shall support the validations of the Seller's Quality Manager and an officer of the Seller. These signatures will serve to validate the compliance statement(s) on the certified tool list.

A. TOOL FABRICATION

- Each tool shall have a tool fabrication work order referencing all or some of the following as applicable: specific tool fabrication instructions, dataset, drawing, and any other coordinating media. Seller's inspection stamp shall be affixed to indicate compliance and acceptance of completed tool.

B. MANUFACTURING RECORDS

- Seller's manufacturing plan shall provide traceability for verification of need, function and usage for each tool listed on the certified tool list.

C. DESIGN RECORDS

- Seller's quality system shall ensure the maintenance of one reproducible design record, with the exception of non-design tools.

D. TOOL DESIGNS

- Tool designs shall be governed by the requirements of Boeing Tool Design Document D33011-0, engineering drawings or equivalent approved standards.
- Seller's quality system shall ensure that all tool designs are governed by Boeing tooling standards.
- Seller's quality system shall ensure all Sellers' tool designs have been approved by the Boeing Procurement Agent's tool design organization.

E. RECORD REQUIREMENTS

- Seller shall perform progressive inspections on features of the tool that cannot be inspected after tool is completed. Seller shall retain all progressive inspection records in the tool history record file.

F. IDENTIFICATION OF ACCOUNTABLE TOOLS

- Seller's quality system shall verify all tools are identified in compliance with D33181-40, Boeing Tooling Procedure Specifications.

No tool will be considered complete that is not properly identified.

NOTE: Tool must have Seller's quality acceptance stamp (permanent) on tool and quality acceptance stamp on tool fabrication order.

- It is Seller's responsibility to assure that the tooling has produced acceptable product.
- Seller's quality system shall verify acceptable product has been produced by a tool and affix quality acceptance stamp in tool try-out space.

NOTE: If tool try-out is not required, stamp "N.R." beside inspection acceptance stamp.

G. CERTIFIED TOOL LIST (CTL)

- Seller's quality system shall verify the completeness and accuracy of each tool on the certified tool list (Boeing form# D1- 4101-0600 or BCW form# 5276).
- Seller's Quality Assurance manager shall sign and/or use their quality acceptance stamp to validate compliance to all D33200-1 requirements, as stated on the certified tool list. An officer of the Seller must also sign the CTL or BCW form# 5276.

H. TOOL HISTORY RECORDS

- Tool history records are maintained to document tool rework, repair, or maintenance of category III tools after fabrication has been accepted. Seller is to provide the Boeing Procurement Agent with notification prior to any rework, repair or maintenance of category I and II tools.
- Seller's quality system shall verify the work specified on the Purchase Order is complete.

Seller shall have a tool rework order. To show specific rework instructions have been completed, Seller's quality acceptance stamp shall be affixed to the tool rework order and rework record tag per tooling manual D33181-40.

Seller's quality system shall verify the accuracy and completeness of tool rework records, prior to presenting to Boeing's Supplier Quality Representative for validation.

704 TOOLING FABRICATION TERMS AND CONDITIONS (To support tool fabrication for Boeing in-house production parts)

• TAX CLAUSE

- Unless specifically stated in this Purchase Order, Seller shall pay all present and future taxes arising in connection with this Purchase Order and all such taxes shall be deemed to be included in price listed on this Purchase Order.
- Seller agrees that for income tax purposes, Boeing shall be entitled to claim all investment tax credit and depreciation with respect to all tooling based on Boeing's equitable interest in such property and regardless of the fact that Boeing may not have legal ownership or legal title in the tooling.

• ASSIGNMENT

- Seller agrees that Boeing may unilaterally assign all or any part of its rights and obligations, including its title to or any interest in the property under this Purchase Order to any affiliate of Boeing, for purposes of this Purchase Order, an affiliate of Boeing shall mean any entity controlled by, controlling or under common control with Boeing.

• SELLER'S QUALITY REQUIREMENTS

- Seller's quality system shall maintain records to assure compliance with all the Boeing's requirements. All quality checks, verifications and records shall be presented. These quality records shall support the Seller's compliance statement(s).

• TOOL FABRICATION

- Each tool shall have a tool fabrication order referencing specific tool fabrication instructions per Boeing's applicable tooling manual, dataset, drawing, and any other coordinating media. Seller's inspection stamp shall be affixed to indicate acceptance of the completed tool.

• DESIGN RECORDS

- Seller shall retain one reproducible copy of each designed tool drawing for a period of not less than ten (10) years from the date of final payment under the applicable order for all tools unless otherwise specified on the Purchase Order.

• TOOL DESIGN

- In order to maintain tool design standards it is mandatory that tool designs be governed by the requirements of Boeing tooling, manuals, engineering drawings or equivalent approved standards.
- Seller's quality system shall ensure that all tool designs are governed by Boeing tooling standards.
- Seller's quality system shall ensure that all Sellers' tool designs have been approved by the Boeing's tool design organization.

• RECORD REQUIREMENTS

- Seller shall perform progressive inspections on features of the tool that cannot be inspected after tool is completed.
- Seller shall retain all progressive inspection records.

- RECORD REQUIREMENTS

- Seller's quality system shall verify all tools are identified in compliance with D33181-40, Boeing Tooling Procedure Specifications.
- No tool will be considered complete that is not properly identified.

NOTE: Tool shall have Seller's quality acceptance stamp (permanent) on tool and quality acceptance stamp on tool fabrication order.

The tool try-out section on the I.D. tag is to be left blank unless advised otherwise.

NOTE: Boeing Quality Control acceptance of Seller's manufactured tools does not free Seller from implied warranty of tool. Tool failures resulting from defective manufacturing processes will be addressed as determined necessary by the Boeing.

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If Seller subcontracts a portion of the work called for under any order and, in the performance of such order, the subcontractor is required to manufacture or acquire, and use, accountable tooling, the subcontract shall provide that legal title to such tooling shall vest in the subcontractor and the rights and obligations of Seller, subcontractor and Boeing are as provided in Purchase Order note 703 Section 1 "TITLE CLAUSE".