

THE BOEING COMPANY GENERAL PROVISIONS (GP) referenced in this contract are modified by the following additional clauses:

1. ENGLISH LANGUAGE

- (a) The parties agree that this contract, as well as all contractual documents, correspondence, invoices, notices, and other documents, shall be in American English. Any necessary conversations shall be in English. Buyer shall determine whether measurements will be in the English or metric system or a combination of the two. Seller shall not convert measurements that Buyer has stated in the English system into the metric system in documents furnished to Buyer.
- (b) The following sentence is applicable only to companies located in Quebec, Canada: "Les parties aux presentes ont convenu de rediger ce contrat en Anglais seulement." [Translation: The parties hereto have agreed that this contract be drafted in English only.]

2. UNITED STATES CURRENCY

Unless otherwise specified elsewhere herein, all prices and payments shall be in the currency of the United States (U.S. dollars), with no prices or payments adjusted for changes in currency exchange rates.

3. IMPORT/EXPORT

- (a) Seller shall comply with the applicable import and export laws and regulations of Seller's country and of the United States and with all applicable export licenses and their provisos. This contract may involve information or items that are subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) and that may not be released to Foreign Persons inside or outside the United States without the proper export authority.

The ITAR defines a "Foreign Person" as any person who is not a U.S. citizen, a lawful permanent resident as defined by 8 USC 1101(a)(20), or a protected individual as defined by 8 USC 1324b(a)(3). Foreign Person is also defined as a corporation, a business an association, a partnership, or any other entity that is not incorporated or organized to do business in the United States and as international organizations, foreign governments, and any agency or subdivision of foreign governments (e.g., diplomatic missions).

- (b) The importer/exporter of record has obtained, or will obtain and properly use, U.S. Government import/export authorization to furnish to Seller any defense articles, technical data, defense services, software, and/or other controlled items (collectively referred to herein as "Controlled Items"), which are necessary for Seller to perform this contract and which require such authorization.

Such Controlled Items are authorized for export only to Seller's country for use by Seller and may not, without the prior written approval of the U.S. Government, be transferred, transshipped on a non-continuous voyage, or otherwise disposed of in any other country, either in their original form or after being incorporated into other end items.

If so requested by the importer/exporter of record, the other party shall assist in obtaining such authorization. If U.S. Government import/export authorization is not available, cannot be obtained, or is obtained and subsequently revoked, Controlled Items to be delivered or exchanged pursuant to this contract shall not be imported, exported, or re-exported. Resale or other transfer of items delivered or exchanged pursuant to this contract shall be in accordance with this clause.

- (c) U.S. Government import/export authorization is based on the following ITAR requirements and on all applicable export licenses with which Seller agrees to comply:
1. Seller shall use Controlled Items furnished by Buyer only in the manufacture of Goods in accordance with this contract.
 2. Seller shall not disclose or provide Controlled Items furnished by Buyer to any Foreign Person either in the United States or abroad before obtaining written authorization from Buyer or from the U.S. Department of State Office of Defense Trade Controls, except that if Seller is itself a Foreign Person, it may disclose or provide Controlled Items furnished by Buyer to Seller's employees who are nationals of Seller's country of site.
 3. Seller acquires no rights in Controlled Items furnished by Buyer except to use them to perform this contract. Seller shall not purport to convey to any subcontractor or person any greater rights in the data than Seller has. Seller may convey to subcontractors the right to use the Controlled Items only as required to perform their subcontracts.
 4. Seller shall deliver the articles manufactured in accordance with this contract only to Buyer in the United States or, with Buyer's authorization, to the U.S. Government.
 5. On completion or termination of this contract, Buyer may require Seller to (i) return to Buyer all technical data furnished by Buyer pursuant to this contract or (ii) destroy such technical data and to certify in writing to such destruction.
 6. Seller shall impose these requirements, 1 through 6 inclusive, suitably revised to properly identify the parties, on all subcontractors to whom Seller intends to furnish Controlled Items provided by Buyer for use by the subcontractors in performance of subcontracts.
- (d) Seller agrees, in addition to the above procedures established by the ITAR, to place the following legend on all technical data obtained, used, generated, or delivered in performance of this contract:

WARNING—Information Subject to Export Control Laws

This document may contain information subject to the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR) of 1979. This information may not be exported, released, or disclosed to Foreign Nationals outside the United States without first complying with the export license requirements of the ITAR and/or the EAR. A violation of the ITAR or EAR may be subject to a penalty of up to 10 years imprisonment and a fine of \$100,000 under 22 USC 2778 or section 2410 of the Export Administration Act of 1979. Include this notice with any reproduced portion of this document.

4. MUTUAL ASSISTANCE IN OBTAINING IMPORT/EXPORT AUTHORIZATIONS UNDER ITAR OR EAR

- (a) When requested by Buyer's Authorized Procurement Agent, Seller shall, promptly and without additional cost, furnish Buyer with any documentation, including import certificates or end-user statements from Seller or Seller's government, which is reasonably necessary to support Buyer's application for U.S. import or export authorizations. Buyer shall not be responsible for delays in U.S. import or export of Controlled Items supplied hereunder by Buyer resulting from a lack of necessary documentation from Seller or Seller's country.
- (b) Seller shall obtain, from the government of Seller's country, required import or export approvals, including licenses to import or export equipment or authorizations for Buyer to locate personnel and furnish in-country technical assistance.
- (c) When requested by Seller, Buyer shall promptly furnish Seller with any documentation, including import certificates or end-user statements from Buyer or the U.S. Government, which is reasonably necessary to support Seller's application for import or export authorizations issued by Seller's government. Seller shall not be responsible for delays in import or export of Controlled Items supplied hereunder by Seller into or out of Seller's country resulting from a lack of necessary documentation from Buyer or Buyer's country.
- (d) If the government of either party denies, fails to grant, or revokes any import or export authorizations necessary for the performance of this contract, that party shall immediately notify the other party and neither party shall be responsible for performance or payment under this contract for directly affected activities.

5. POLITICAL CONTRIBUTIONS, FEES, AND COMMISSIONS

This clause applies when this contract is for \$500,000 or more and Buyer's prime contract is for the use of the armed forces of a foreign country or international organization. This clause is derived from the ITAR at 22 CFR 130, which requires Buyer to obtain from Seller a disclosure of political contributions or fees or commissions paid, or offered or agreed to be paid, by Seller with respect to Buyer's prime contract.

- (a) Definitions
 - 1. Fee or commission means, except as provided in paragraph (a) 2 below of this clause, any loan, gift, donation, or other payment of \$1,000 or more made or offered or agreed to be made, directly or indirectly, whether in cash or in kind, and whether or not pursuant to a written contract, which is
 - (i) To or at the direction of any person, irrespective of nationality, whether or not employed by or affiliated with the Seller; and
 - (ii) For the solicitation or promotion or otherwise to secure the conclusion of a sale of defense articles or defense services to or for the use of the armed forces of a foreign country or international organization.

2. The term fee or commission does not include
 - (i) A political contribution or a payment excluded by paragraph (a)3 below of this clause from the definition of political contribution;
 - (ii) A normal salary (excluding contingent compensation) established at an annual rate and paid to a regular employee of Seller, its supplier, or vendor;
 - (iii) General advertising or promotional expenses not directed to any particular sale or purchaser; or
 - (iv) Payments made, or offered or agreed to be made, solely for the purchase by Seller of specific goods or technical, operational, or advisory services, which payments are not disproportionate in amount to the value of the specific goods or services actually furnished.

3. Political contribution means any loan, gift, donation, or other payment of \$1,000 or more made, or offered or agreed to be made, directly or indirectly, whether in cash or in kind, which is
 - (i) To or for the benefit of, or at the direction of, any foreign candidate, committee, political party, political faction, or government or governmental subdivision, or any individual elected, appointed, or otherwise designated as an employee or officer thereof; and
 - (ii) For the solicitation or promotion or otherwise to secure the conclusion of a sale of defense articles or defense services to or for the use of the armed forces of a foreign country or international organization. Taxes, customs duties, license fees, and other charges required to be paid by applicable law or regulation are not regarded as political contributions.

- (b) Information to Be Furnished by Seller
 1. Within fifteen calendar days after contract award, Seller shall fully disclose to Buyer all political contributions or fees or commissions paid by Seller with respect to Buyer's prime contract in a statement setting forth
 - (i) The amount of each political contribution paid, or offered or agreed to be paid, or the amount of each fee or commission paid, or offered or agreed to be paid;
 - (ii) The date or dates on which each reported amount was paid, or offered or agreed to be paid;
 - (iii) The recipient of each such amount paid or intended recipient if not yet paid;
 - (iv) The person who paid, or offered or agreed to pay, such amount;
 - (v) The aggregate amounts of political contributions and of fees or commissions, respectively, that shall have been reported;
 - (vi) With respect to each payment reported, state whether such payment was in cash or in kind. If in kind, the statement must include a description and valuation thereof. Where precise amounts are not available because a payment has not yet been made, an estimate of the amount offered or agreed to be paid must be provided; and
 - (vii) With respect to each recipient, state
 - (1) Its name;
 - (2) Its nationality;
 - (3) Its address and principal place of business;
 - (4) Its employer and title; and
 - (5) Its relationship, if any, to Seller and to any foreign purchaser or end user.

2. If Seller believes that furnishing information to Buyer in a requested statement would unreasonably risk injury to Seller's commercial interests, Seller may furnish in lieu of the statement an abbreviated statement disclosing only the aggregate amount of all political contributions and the aggregate amount of all fees or commissions that have been paid, or offered or agreed to be paid, by Seller with respect to the sale. Any abbreviated statement furnished to Buyer under this paragraph must be accompanied by a certification that the requested information has been reported by Seller directly to the U.S. Office of Defense Trade Controls. Seller must simultaneously report fully to the U.S. Office of Defense Trade Controls all information that Seller would otherwise have been required to report to Buyer under this section. Each such report must clearly identify the sale with respect to which the reported information pertains. The address of the U.S. Office of Defense Trade Controls is

*Director
Office of Defense Trade Controls
Bureau of Politico-Military Affairs
PM/DTC, SA-6, Room 200
Department of State
Washington, D.C. 20522-0602*

3. Information to Be Obtained by Seller
 - (i) Before furnishing the above required information, Seller must obtain from each person, if any, to whom it has paid, or offered or agreed to pay, a fee or commission in respect of such sale, a timely statement containing a full disclosure by such a person of all political contributions paid, or offered or agreed to be paid, by it or on its behalf or at its direction, in respect of such sale. Such disclosure must include responses to all the information required to enable Seller to comply fully with the requirements of this clause.
 - (ii) In obtaining information under the above paragraph 3(i), Seller must also require each person to whom a fee or commission is paid, or offered or agreed to be paid, to furnish from time to time such reports of its political contributions as may be necessary to enable Seller to comply fully with the requirements of this clause.
 - (iii) Seller must include any political contributions paid, or offered or agreed to be paid, by or on behalf of or at the direction of, any person to whom it has paid, or offered or agreed to pay, a fee or commission in determining whether Seller is required to furnish the information specified herein.
4. Record Keeping

Seller must maintain a record of any information it was required to furnish or obtain under this clause and all records on which its reports are based for a period of not less than five years following the date of the report to which they pertain.
5. Confidential Business Information
 - (i) Any person who is required to furnish information under this part may identify any information furnished hereunder that the person considers to be confidential business information. No person, including any applicant or supplier, shall publish,

divulge, disclose, or make known in any manner any information so identified by a vendor or other person unless authorized by law or regulation.

- (ii) For purposes of this clause, "confidential business information" means commercial or financial information that by law is entitled to protection from disclosure. (See, for example, 5 USC 552(b)(3) and (4); 18 USC 1905; 22 USC 2778(e); Rule 26(c)(7), Federal Rules of Civil Procedure.)

6. OFFSHORE PROCUREMENT COMPLIANCE

This clause applies only when data is being provided under an export license.

Technical data provided to Seller in support of this contract and Seller's performance of this contract is authorized by the U.S. Department of State under the License Number and Expiration Date listed elsewhere in this contract. Performance requirements identified in this contract must be completed before the license expires.

7. VIOLATIONS OF LAW AND ELIGIBILITY TO CONTRACT

Seller warrants that (i) neither it nor its senior officers and officials have been convicted of violating any of the U.S. criminal statutes enumerated in 22 CFR 120.27 since the effective date of the Arms Export Control Act, PL 94-329, 90 Stat 729 (June 30, 1976) and (ii) seller is not ineligible to contract with, or to receive a license or other approval to import defense articles from, or to receive an export license or other approval from, any agency of the U.S. Government.

8. PACKING, SHIPPING, AND DELIVERY

This clause applies in lieu of the clause entitled "Packing and Shipping" found in The Boeing Company General Provisions (GP) applicable to and referenced in this contract.

- (a) All Goods 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 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.
- (b) When requested by Buyer, Seller shall submit to Buyer two copies of Seller's proposed preparation procedure and packing design, not less than 30 days before first shipment, for Buyer approval, and Seller shall prepare and package in accordance with the procedure and design approved by Buyer.
- (c) All items furnished under this contract and valued in excess of \$50 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 U.S. Customs inspection on arrival in the United States. If the Goods are of a nature whereby marking is impossible, a securely affixed tag with country of origin named will suffice.

- (d) If Goods are damaged or have deteriorated as a result of improper packing or packaging, Seller shall, at Buyer's option, either repair or replace the Goods or reimburse Buyer for the damaged or deteriorated Goods.
- (e) 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 American English in accordance with Buyer's written instructions. The number 1 shipping container of each shipment shall contain (i) a packing list indicating in American 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 Seller's commercial invoice enclosed in a waterproof wrapper and clearly marked "Customs Invoice." Additional copies, if any, of packing lists, reports, and U.S. Customs or other invoices shall be furnished to Buyer in accordance with Buyer's written instructions.

9. INVOICES AND PACKING SHEETS

- (a) Customs and Border Protection (CBP) requires a commercial invoice for nearly all imports (with a few exceptions for low-value imports and government imports, for example). A commercial invoice is one prepared by the foreign seller or shipper of the goods and contains sufficient information for Customs to determine the value, tariff classification, and admissibility of an import shipment.
- (b) A commercial invoice is normally a paper document accompanying the import shipment. In many instances, it is a copy of the same financial invoice being used by Boeing to pay the foreign seller. The invoice can be a pro forma invoice generated specifically for the purpose of declaring the import shipment to Customs, particularly in the case of non-purchased goods.
- (c) Each invoice of imported merchandise shall set forth the following information:
 - 1. Commercial Invoice Requirements
 - (i) In American English.
 - (ii) Purchase order number. Provide the current purchase order or purchase contract number (P.O. XXXXXX), if applicable
 - (iii) Location and names of Seller and/or shipper, Buyer, and date.
 - (1) Date when the merchandise is sold or agreed to be sold.
 - (2) Merchandise shipment date (month, day, year). Provide the date that the merchandise was shipped from the Seller's factory or facility.
 - (3) Name and address of the Seller (company name and address) and/or name and address of the shipper, if the Seller is not the shipper.
 - (4) Name and contact information for an employee, employed by the Seller and/or Shipper, who has detailed knowledge of the sales transaction.

- (5) Name and address of the Buyer (Boeing company name and site address) and name and phone number of prime point of contact at the Buyer's site (e.g., procurement agent, spares distribution center focal).
 - (6) Name of consignee if not the Buyer (company receiving non-purchased transactions or drop ship destination).
 - (iv) U.S. port of entry. Record the port of entry at which the CBP will clear the merchandise.
 - (v) Quantities, weights, and measures.
 - (1) Record the quantity of each part number in the shipment.
 - (2) If not separately noted on packing sheets, include on invoice
 - Total quantity of parts being shipped.
 - Net weight of each part number and gross weight of entire shipment.
 - Unit of measure being used.
 - Total number of boxes included on each packing sheet.
 - Net gross weights and the length, width, and total square meters of material in textile shipments.
 - (vi) Detailed description of each item being shipped, to ensure proper classification of the product in accordance with the Harmonized Tariff Schedule (HTS), including
 - (1) Full name by which each item is known.
 - (2) Part number as appears on the purchase order or purchase contract. If the item is a raw material, state the grade, class, and dimensions of the material.
- Note:
- Generic descriptions, abbreviations, acronyms, and Stock Keeping Unit (SKU) numbers are not acceptable.
 - Boeing may request additional descriptive information for items that do not have a Boeing part number and/or design.
 - Seller will state the material class, grade, dimensions, and assembly components when a part is manufactured by Seller's own manufacturing drawings.
- (vii) Country of Origin: Indicate the country of manufacture of each item.
 - (viii) Terms of Sale: Specify the International Commercial Terms of Sale (Incoterms) as agreed to in accordance with the Buyer contract on the invoice or Buyer work authorization.
 - (ix) "Related Party to The Boeing Company" status (Yes or No) on the invoice.
 - (x) Commercial invoice number (Seller's option).
 - (xi) Page numbers (example: ____ of ____ pages).

2. Commercial Invoice Valuation Requirements

- (i) Ensure that the requirements are complete and accurate, including the unit cost of each part and the total value of the entire shipment.
- (ii) Reflect on the invoice the actual currency of the purchase contract and the transaction of money between Buyer and Seller.
- (iii) List separately any Assists and/or additional costs in manufacturing each part. For example
 - (1) Assists. Any components, materials, dies, molds, and tools that are supplied by the Buyer free of charge or at a reduced cost to the Seller and used in the production of imported goods, including any Buyer-paid transportation costs

associated with the assist. These transportation costs will be provided by the procurement focal responsible for this merchandise.

- (2) Engineering and design work. Work that is performed outside the United States by non-U.S. employees and is not included in the unit price of the merchandise being imported.
 - (3) Packing costs. Costs for packing that are incurred by the Buyer and have not been included in the unit cost.
 - (4) Nonrecurring charges. One time charges, incurred by the Buyer, for such items as expedite fees and transportation costs that have not been included in the unit cost.
 - (5) Selling Commissions. Commissions incurred by Buyer that have not been included in the unit cost.
 - (6) Royalties. Fees the Buyer is required to pay as a condition of sale.
 - (iv) List all discounts that have been agreed to, or may be allowed, that apply to the purchase price or value but that have not been included in the unit price (terms of payment).
 - (v) Repaired or modified parts: Separately enter the value of the item and the value of the repair on the invoice. Show the value of the repair on the invoice for a repair made at no charge.
 - (vi) Itemize and describe rebates, drawbacks, or bounties that the Seller received as a result of exportation.
3. Packing Sheet\Slip (If Used by Supplier)
Include packing sheet\slip number(s) on invoice.
 4. U.S. Government Programs Only (Regardless of Business Unit)
 - (i) If a government contract applies, the prime contract number and, if applicable, delivery order number must be noted on the commercial invoice. Additionally, the following government contract statement must appear for military programs:

United States Dept. of Defense Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Sub-chapter VIII, item 9808.00.3000 of the Harmonized Tariff Schedules to the United States. Upon arrival of shipment at the port of entry, District Director of Customs, please release shipment under Section 19 CFR Part 142 and notify Commander, Defense Contract Management Area Operations (DCMAO) New York, for execution of customs forms and any required duty free entry certificates.
 - (ii) Commercial invoice must show that the shipment is consigned to a U.S. government agency (e.g., U.S. Department of Defense), in care of Boeing, when a shipment has a prime contract number.
 - (iii) If items were exported on a license or exemption at importation, that license or exemption information is notated, for example, as follows: *Originally exported under DSP-XX license number XXXXXX*” or *Imported under 22 CFR XXXXX*”.
 5. U.S. Department of State License or Exemption
If the items were exported from or are to be imported into the United States under authority of a Department of State license or exemption of the license or exemption, information must appear on the invoice as noted in the following examples (contact Buyer for license number of type of exemption if unknown):

- (i) Originally exported from the United States under DSP-XX license number XXXXXX dated XX/XX/XXXX.
- (ii) Import to the United States in accordance with 22 CFR XXXXX.
- (iii) Import to the United States under the authority of DSP-61 license number XXXXX.

10. INCOTERMS

Incoterms 2000, published by the International Chamber of Commerce, shall govern this contract to the extent this contract specifies terms covered by Incoterms 2000, provided that in the event of any conflict between this contract and Incoterms 2000, this contract shall govern.

11. SHIPPING HAZARDOUS MATERIALS

This clause applies only if Seller is shipping hazardous materials under this contract.

- (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 the following requirements: (i) Shipping papers must include the emergency contact number and (ii) shipping papers and packages for hazardous materials or wastes identified as NOS (not otherwise specified) must show the technical name(s) listed in parentheses, 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 a Poisonous by Inhalation hazard as defined by the regulations.
- (c) At Buyer's request, Seller will provide test reports indicating compliance with Performance Oriented Packaging to facilitate Buyer's reshipment of Seller's Goods.
- (d) Seller shall mark on all interior packages and shipping containers the closed cup flash point of flammable and combustible materials and/or percentage of concentration of corrosive liquids.