

CUSTOMER CONTRACT REQUIREMENTS
Italy CH-47F Performance Based Logistics (PBL) and Continued Technical Assistance
CUSTOMER CONTRACT PJT-638583

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

PJT-638583 Special Provisions .
REACH Regulation and WFD

Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) Regulation (EC Regulation n. 1907/2006) and Waste Framework Directive (WFD) (EU Directive 2018/851 amending Directive 2008/98/EC). In compliance with REACH Regulation Article 33 (<https://echa.europa.eu/regulations/reach/candidate-list-substances-in-articles/communication-in-the-supply-chain>), where parts contain substances identified on the REACH Substances of Very High Concern (SVHC) candidate list (<https://echa.europa.eu/candidate-list-table>) in a concentration above 0.1% weight-by-weight, Seller will provide to Boeing, via Boeing's Assent portal, a declaration containing the SVHC's and sufficient information available for the safe use of such SVHC, as a minimum the name of that substance. Seller will be contacted via e-mail to join Boeing's Assent portal, and the SVHC declaration shall be transmitted through such portal as soon as the information is available. Seller will be able to filter the list provided by Assent for SVHC's only. Should the SVHC declaration need to be updated for any reason, Seller shall update it and provide it through the Assent portal within thirty (30) days from the occurrence of the update. For chemical products, the Seller shall include with delivery of Goods an updated version of the Safety Data Sheet. Should the Safety Data Sheet need to be further updated for any reason, Seller shall update it and provide it to Boeing promptly as soon as it is available, at minimum no later than the next delivery. Additionally, Seller shall inform Boeing via its Assent portal if parts contain substances identified by the most recent published versions of IPC-1754 and IAEG® Aerospace and Defense Declaration Substances List (<http://www.iaeg.com/chemicalrpt/addsl/>).

Russian Embargo

In relation to art.3g, par.1, letter. d) of Reg. (EU) no. 833/2014 (<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02014R0833-20260116>) concerning the embargo of goods containing iron or steel metals imported from Russia as listed in Annex XVII and in order not to contravene any international or non – international sanctions, the Seller is required to provide suitable evidence to attest the country of origin of the steel production factors (materials/supplies) used for the processing of the product in a third country.

- If the supplier has one, provide a Mill Test Certificate (MTC).
- Otherwise, provide Buyer with a statement from the exporter or producer stating that the product to be imported does not contain steel or iron originating in Russia (example: Invoices, delivery notes, supplier declarations, production description, quality certificates).

All documents must be signed and stamped before shipment and delivery of the goods.

In the event that an MTC or all the documentation are not received by the Buyer or where the MTC confirms the presence of Russian-origin iron and/or steel metals, the Buyer reserves the right to, in the Buyer's discretion and without prior notice:

- Immediately reject all quotations received
- Refuse to accept delivery of the applicable Goods
- At the Seller's expense, return the applicable Goods to the Seller
- Require that the Seller issue a refund for the applicable Goods, which the Seller shall pay to the Buyer promptly (and in any event within 14 days of notice from the Buyer).

In such circumstances, the Buyer shall have the right to seek alternative sources of supply, and the Buyer shall not have any liability to the Seller, such as for any remedy or compensation.