**BDS** Terms and Conditions Guide

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# CUSTOMER CONTRACT REQUIREMENTS Japan Spares CUSTOMER CONTRACT P.O. 4102794306

#### CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

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

## **Special Provisions** . **Change Notification**

- a. Seller agrees to advise Buyer's Authorized Procurement Representative of any change, initiated by Seller, to the design, form, fit, or function of the goods furnished under this Contract. Furthermore, any change involving a substitution of material, changes in Seller's manufacturing and/or acceptance processes, or changes in manufacturing location will be submitted immediately in writing to Buyer's Authorized Procurement Representative for processing and review. Buyer will, within 15 days after receipt of the written notice, notify Seller of acceptance, rejection, or other status of such changes. In no event will Seller incorporate such changes without Buyer's prior written approval. All goods to be delivered will incorporate all changes and revisions that are approved by Buyer under this clause, commencing with the agreed effectivity of such changes.
- b. Nothing contained in this clause will excuse Seller from performing in strict compliance with the terms, conditions, delivery schedule, specifications, or any other provision of this Contract.
- c. Noncompliance with this change notification requirement may result in subsequent rejection of delivered items and actual and/or consequential damages.

# <u>Pre-Cap Inspection of Hybrid Modules, Major Electrical, Electronic or Electromechanical (EEE) Assemblies, and Closed or Potted Custom Magnetic Components governed by Boeing drawings</u>

Pre-Cap Visual inspection by a Boeing Supplier Quality Representative (BSQR) is designated as a mandatory inspection point (MIP) for this product. Subsequent to the Seller's Pre-Cap visual inspection and at least 48 hours prior to lidding, capping or encapsulation of the device, the Seller shall notify the assigned BSQR that the product is ready for inspection at the Pre-Cap MIP. Evidence of such inspection shall be indicated on the shipping report accompanying each shipment or an attached Source Surveillance report.

#### **Parts Obsolescence Requirements**

Buyer may desire to place additional orders for Work purchased hereunder. Seller shall provide Buyer with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any Work purchased under this Contract.

#### **Records Retention**

- I. Storage and protection of data/documentation. The Seller shall retain and maintain a copy of the following data/documentation:
  - (a) All Applicable TDP Elements as defined in MIL-STD-31000
  - (b) All "As designed" Baseline Listings of the TDP
  - (c) All TDP Change History to include RFDs/RFWs
  - (d) All product "As Built" data (historical logbooks)
- II. This I. (a) (b) (c) and (d) data/documentation shall be maintained for 10 years. The Seller shall provide the Buyer with the opportunity to obtain possession of all this stored data within 30 days of the ten year requirement. The Seller shall provide explicit

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provisions in their CMP for data storage and protection.

III. Inspection Records Retention. Inspection records shall be maintained by the Seller as objective evidence as to the acceptability of delivered hardware throughout procurement, fabrication, assembly and/or test. As a minimum, records must be maintained for a period of ten (10) years after completion of contract. The Seller will not change the status of retained records without written approval of the Buyer. Records may be archived to an offsite location, but shall remain legible and readily retrievable.

### Foreign Object Debris (FOD) / Damage Prevention Requirements

A. Seller shall develop and maintain a foreign object debris/damage ("FOD") prevention program for manufacturing areas to prevent introduction of foreign objects into any item delivered under this Purchase Contract ("PC").

B. Seller /Distributor shall employ appropriate housekeeping practices to assure timely removal of residue/debris generated, if any, during normal daily tasks. Seller/Distributor shall determine if sensitive areas that may have a high probability for introduction of foreign objects should have special emphasis controls in place appropriate for the environment.

### **First Article Inspection Requirements**

Tailoring of AS9102

First Article Inspections (FAIs) per the AS9102 standard are required. All provisions of AS9102 apply except for the break in production period in the standard. The prime contract requires a new FAI in case of breaks in production greater than 12 months.