

**CUSTOMER CONTRACT REQUIREMENTS**  
**KOREAN CH-47 REPAIRS/SPARES BOAS, 2008-2010**  
**CUSTOMER CONTRACT KFX-DAPA-81AB07 (2008), KFX-DAPA-91AB07 (2009), KFX-DAPA-01-AB07 (2010)**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

**1. FAR Clauses** The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**52.222-21 Prohibition of Segregated Facilities** (FEB 1999).

**52.222-26 Equal Opportunity** (MAR 2007).

**52.222-35 Equal Opportunity for Veterans.** (SEP 2010). This clause applies only if this contract is \$100,000 or more.

**52.222-36 Affirmative Action For Workers With Disabilities** (OCT 2010). This clause applies only if this contract exceeds \$15,000.

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

**TBD NOTIFICATION OF DEBARMENT/SUSPENSION AND EXPORT DATA CONTROL** (AUG 2009). Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this contract.

(1) For the purpose of this clause,

(A) Foreign person is any person who is not a citizen of the or lawfully admitted to the for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, foreign organizations, and foreign governments;

(B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and

(C) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.

(2) Seller shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(3) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.

(4) Equipment and technical data generated or delivered in the performance of this contract are controlled by the International Traffic in

Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Seller shall notify Buyer and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign persons or their representatives. This notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

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#### Section 1. Marking of Transit Packs

Each package shall be marked for easy identification of the consignment.

A. Importer: DAPA

B. Consignee: Defense Transportation CMD or 60th Transportation Group

C. Contract Number: KFX-DAPA----

D. Port/Airport of Discharge

E. Number of packages or containers, item numbers and quantity Item packed or contained

F. Net weight, Gross weight and Cubic measurement

G. Contractor's marks and/or trade marks Cage Code

H. Caution marks (as required)

I. Serviceable/Unserviceable Tags

J. Other markings if required on the Purchase Order

#### Section 2: Liquidated Damages

a. In case the Seller fails to effect delivery of any repaired item within sixty (60) working days of the stipulated delivery date or if Seller fails to deliver any other Commodity within the stipulated delivery date within the period stipulated in this Contract, liquidated damages shall be levied at the rate of twenty-five hundredths of one percent (0.25%) of the contract line item value of the applicable Commodity per day, irrespective of the cure period, and deducted from the money payable by the Buyer.

b. The total amount of the liquidated damages shall not exceed ten percent (10%) of the price of the Repair.

c. Excusable Delays:

1. Awaiting Parts (AWP) - parts required to affect repair are not available and lead time is outside of initial repair schedule

2. Capacity limitations (CAP) - repair facility limitations

3. Held up funding (H/u-I) - Over and Above funding requested and not yet received.

4. Awaiting fault data from Seller

### **Section 3. Warranty**

The SELLER warrants that at the time of its delivery to the PURCHASER, the Goods delivered by the SELLER under this BOA shall be free of defects in workmanship and material and substantially conform to the description hereof. THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED (EXCEPT AS TITLE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, MADE BY THE SELLER WITH RESPECT TO THE GOODS. THE SELLER MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO SERVICES.