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PURCHASE CONTRACT PROVISIONS – STANDARD TEXT

Procurement Integrity

As an express condition of the award of this contract, Seller represents and warrants to Buyer that in relation to the award of the prime contract under which this contract is issued, Seller has complied, and will continue to comply with all Procurement Integrity provisions of the Office of Federal Procurement Policy Act of 1988, as amended by the Fiscal Year 1996 National Defense Authorization Act (the Act), 41 USC 423, and its implementing Federal Acquisition Regulations (see FAR 3.104). For violations of the Act by Seller or Seller's subcontractors, as determined by notice from the U.S. Government:

- (1) Seller shall reimburse Buyer, by contract price adjustment or otherwise, the amount by which Buyer's price or fee is reduced pursuant to FAR 52.203-10 and
- (2) Buyer shall have the right to terminate this contract for default. The rights and remedies of Buyer provided for under this clause are in addition to any other rights or remedies provided by law or under this contract. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of this contract.

Defense Priorities and Allocations System

If this contract is a rated contract issued under the Defense Priorities and Allocations System regulation (15 CFR 700), Seller is required to follow all the provisions of that regulation in filling this contract and in obtaining items needed to fill this contract. Per DPAS regulation 15 CFR 700, if this is a "DX" rated contract over \$50,000, and if Seller rejects this contract, Seller must notify Buyer in writing within ten working days. Per DPAS regulation 15 CFR 700, if this is a "DO" rated contract over \$50,000 and if Seller rejects this contract Seller, must notify Buyer in writing within fifteen working days.

Financial Information

If this purchase contract is >\$100,000 and extends for more than 1 year, the following clause applies:

If requested, supplier shall provide financial data on a quarterly basis, or as requested to the Boeing Credit Office for credit and financial condition reviews. Said data shall include, but not be limited to, balance sheets, schedule of accounts payable and receivable, major lines of credit, creditors, income statements (profit and loss), cash flow statements, firm backlog, and headcount. Copies of such data are to be made available within 72 hours of any written request by Boeing. All such information shall be treated as confidential in accordance with Boeing Procedure IB-ACG-200, "Information Protection."

FAR/FAR Supplement Clauses (date)

If no (date) is shown, the FAR and FAR Supplement clauses incorporated in this Contract are those in effect on the date of this Purchase Contract.

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Purchase Contract Provisions and Terms and Conditions (effectivity)

The effectivity date for the Provisions and Terms and Conditions incorporated in this Purchase Contract (displayed at Buyer's web address) are those with the latest effectivity date on the date of this Purchase Contract.

Ethical Business Conduct Clause

When performing work at a Boeing site on a regular basis, Seller shall ensure that its employees performing under this contract comply with Boeing's Ethical Business Conduct Guidelines. The Guidelines are available at the following Internet address: <http://www.boeing.com/companyoffices/aboutus/ethics/epolicy.htm>

Specifications

All articles ordered to Government or Buyer's specifications will comply with such specifications current as of the date of this contract unless otherwise specified by Buyer.

Export Control

Seller shall presume that all drawings, specifications, and other technical data or goods provided by Buyer to Seller contain information subject to export control laws. Whether or not specifically identified or marked as such by Buyer. Seller shall not disclose (oral, visual, written or otherwise) or provide such drawings, specifications and other technical data or goods to any foreign person (including but not limited to Seller's employees, Seller's subcontractor's, etc.) or foreign firm or institution, without first obtaining prior authorization from the United States Department of State, and notifying Buyer in advance of its intentions to do so.

A "foreign firm or institution" means those organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes any agency or instrumentality of a foreign government, and firms, institutions or business organizations that are owned or substantially controlled by foreign governments, firms, institutions or individuals. A "foreign person" does not include United States citizens and corporations and permanent resident aliens of the United States.

Seller shall include this clause in all its purchase contracts and solicitations.

Foreign Supplier Reporting (applies if this purchase contract is >\$500,000)

A "foreign supplier" means those organized or existing under the laws of a country other than the United States, its territories or possessions.

If Seller intends to or actually does receive a bid from, or subcontract with, a foreign supplier in connection with Buyer's work, Seller shall, for each such bid, subcontract or subcontract change notice, promptly provide the following information to Buyer:

The Boeing Company's RFQ or purchase contract number
A point of contact within your Company (name and telephone number)

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Name of foreign company
Foreign company address
Foreign company point of contact: (name, telephone number, and fax number)
Quantity and part number or description of product(s) and services to be provided
Award date (anticipated or actual), including your purchase contract number
U.S. dollar value (estimated or actual)

In addition, Seller shall submit a quarterly report to Buyer, summarizing the above activity for the previous quarter. Negative reports are required.

Electronic Quality Documentation Submittal (EQDS)

Sellers that have the Systec Electronic Documentation Submittal (EDS) review program shall, prior to shipment and via said system, provide Buyer with quality contractual documentation for Buyer's review and acceptance.