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PURCHASE CONTRACT PROVISIONS – STANDARD TEXT

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.

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.

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RF050 - Export Control Notice

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 the above paragraphs in all its purchase contracts and solicitations.

Information furnished to Seller under this Purchase Order may contain technical data as defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Seller is advised and hereby acknowledges that such technical data may not be exported, disclosed or transferred to any foreign person, as defined in the ITAR at 22 CFR 120.16, without first complying with all the requirements of the ITAR (22 CFR 120-130) including requirements for obtaining any required export authority. If such technical data is marked as ITAR controlled, Seller shall indemnify and hold Buyer harmless from and against any and all claims, liabilities and expenses resulting from Seller's failure to comply with the export laws and regulations of the United States.

By law, Buyer must control access to export controlled technical data within its facilities. Therefore, Seller shall only assign personnel to perform work in Buyer's facilities who are either U.S. citizens or who have been granted Permanent Resident Alien status in the U.S. Seller's personnel will be required to furnish documentary evidence of citizenship or immigration status to Buyer's Security Badge and ID personnel at the time of badge pick-up. Acceptable documentary evidence of citizenship or immigration status includes U.S. Passport, Certificate of U.S. Citizenship, Certificate of Naturalization, certified copy of U.S. Birth Certificate, U.S. Alien Registration Receipt Card with Photo, unexpired foreign passport with INS-551 stamp or Certificate of Birth Abroad issued by U.S. Department of State.

RF051 - 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

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A point of contact within your Company (name and telephone number)
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.

California State Income Tax Withhold for Non-Residents

California Revenue and Taxation Code (Code) requires withholding of income tax on certain payments to individuals who are not residents of and perform services in the State of California and to partnerships, corporations, and Limited Liability Companies (LLC) that do not have a permanent place of business in and perform services within California. Withholding is not required unless the income payments to a payee by the same payor do not exceed \$1,500 for the calendar year.

If you feel that you are exempt from mandatory withholding, you must complete and return the California Form 590 for our records. Until such time as we have your Form 590 on file, we will be required to make the mandatory 7% withholding on all invoices submitted for payment. The form is available from the California Franchise Tax Board at <http://www.ftb.ca.gov>.

If you are not exempt and you perform work in states in addition to California, only payments for work performed in California are subject to withholding. Your invoice must clearly identify the portion of work performed in California.

Withholding is not required on payments made to you for reimbursable expenses separately identified on your invoice.

R101 - REPRESENTATIONS AND CERTIFICATIONS (applies only if this Purchase Contract is issued under a Government prime contract or subcontract)

(A) CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (applies only if Buyer's related Government Contract was issued on or before February 99)

- (i) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the

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basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

- (ii) Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (iii) Seller further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will –
 - 1) Obtain identical certification from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause.
 - 2) Retain the certifications in the files; and
 - 3) Forward the notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

(B) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22)

Seller represents that –

- (i) it has participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114 and has filed all required compliance reports; or
- (ii) it has not participated in a previous contract or subcontract subject to the clauses set forth in (i) above and in the event such compliance reports are now required, Seller shall file such reports within the required period of time.; and
- (iii) representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained by Seller before subcontract award.

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(C) AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (Applicable to contracts of \$50,000 or more if Seller has 50 or more employees)

Seller represents that –

- (i) it has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (ii) in the event such programs are required and do not presently exist, Seller will within 120 days of the award of this contract, develop and have on file, at each establishment, such affirmative action programs.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(D) CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (applies only if Buyer's prime contract was issued on or before December 1999)

(This clause is not applicable to (1) offers of \$100,000 or under; (2) indefinite quantity contracts where the amount ordered in any year is not projected by the Buyer to exceed \$100,000; or (3) commercial items. None of these exemptions apply if the facility to be used is on the EPA List of Violating Facilities for a conviction under the Air Act or the Water Act. See FAR 23.104 (a) and (b).)

1. Seller certifies that any facility to be used in the performance of this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. Seller will immediately notify Buyer of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that Seller uses for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and
3. Seller will include a certification substantially the same as this certification, including this paragraph 3, in every nonexempt subcontract as defined in FAR 23.104

(E) CERTIFICATE OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (Applies only if FAR 52.223-14 is included in the Buyer's solicitation or Purchase Contract)

Seller certifies that:

1. To the best of Seller's knowledge and belief, Seller is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA) sections 313 (a) and (g) and Pollution Prevention Act of 1990 (PPA) section 6607 because none of Seller's owner or operated facilities to be used in the performance of this contract currently (i) manufactures, processes or otherwise use any toxic chemicals listed under Section 313 (c) of EPCRA 42 U.S.C. 11023(c) (ii) have ten (10) or more full-time employees as specified in section 313 (b)(1)(A) of EPRA, 42 U.S.C. 11023 (b)(1)(A) (iii) meet the reporting thresholds of toxic chemicals established under section 313 (f) of EPCRA, 42 U.S.C. 11023(f)

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(including the alternate thresholds at 40 CFR 373.27, provided an appropriate certification form has been filed with EPA (iv) fall within Standard Industrial Classification (SIC) Code major groups 20 through 39 as set forth in FAR Section 19.102 or their corresponding North American Industry Classification System (NAACO) sectors 31 through 33 (v) is located within the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

2. Seller owned and operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemicals Release Inventory Form (Form R0 as described in EPCRA sections 313 (a) and (g) and PPA sections 6607 (42 U.S.C. 13106.)

Submission of this certification is a prerequisite for entering into this contract imposed by Executive Order 12969, August 8, 1995 (60 FR 40989-40992).

(F) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUB-CONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (FAR 52.209-6)(Applicable to contracts in excess of \$25,000)

Seller certifies, to the best of its knowledge and belief, that it and/or any of its principals are not presently debarred, suspended or proposed for debarment by the Federal Government.