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PURCHASE CONTRACT PROVISIONS – STANDARD TEXT

Export Control Warning

Seller agrees to comply fully with all applicable U.S. laws and regulations as they may apply to the export of any hardware, software, defense service or technical data (collectively "Data") provided by, through or with the cooperation of Seller in the performance of this subcontract in the U.S. or abroad or under any export license or exemption issued to Boeing. Seller agrees that it will not permit the re-export of Data, including to foreign persons, employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the prior written consent of Boeing and under authority of an export license or applicable license exemption.

Information furnished to Seller under this solicitation/purchase contact may contain data subject to U.S. Export Laws and Regulations. Seller is advised that such data may not be exported or re-exported to foreign nationals, employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the prior written consent of Boeing and under authority of an export license or applicable license exemption. If such data is marked as Export 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.

Foreign Status

As part of Seller's solicitation response, Seller shall state,

- 1) whether it is a foreign corporation, or
- 2) whether it is a Representative of a Foreign Interest (RFI),

Seller shall notify Boeing in writing of any change in status from its solicitation response.

Seller's acceptance of this Purchase Contract confirms that:

- 1) it is not a foreign corporation, and
- 2) it is not a Representative of a Foreign Interest (RFI), and

Seller agrees to notify Boeing of any change in status set forth above.

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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)

Unless otherwise indicated to the contrary, 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.

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.