

# Boeing Contractual Supplements



Code	Requirements
A17	<p>In performing the obligations of this agreement, both parties will comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data (“Items”) or services, including without limitation the Export Administration Regulations (“EAR”), International Traffic in Arms Regulations (“ITAR”), and regulations and orders administered by the Treasury Department’s Office of Foreign Assets Control (collectively, ‘Export Control Laws’).</p> <p>A. The Party conducting the export shall be responsible for obtaining the required authorizations.</p> <p>B. The Party conducting the re-export shall be responsible for obtaining the required authorizations. Each party shall reasonably cooperate and exercise reasonable efforts to support the other party in obtaining any necessary licenses or authorizations required to perform its obligations under this agreement.</p> <p>C. The Party providing any Items under this agreement shall, upon request, notify the other party of the Items' Export Control Classification Numbers (‘ECCNs’) as well as the ECCN of any components or parts thereof if they are different from the ECCN of the Item at issue.</p> <p>D. Each Party represents that (i) the Items, and the parts and components thereof, it is providing under this Agreement are not ‘defense articles’ as that term is defined in 22 C.F.R. Sub-Section 120.6 of the ITAR. and (ii) the services it is providing under this agreement are not ‘defense services’ as that term is defined in 22 C.F.R. Sub-Section 120.9 of the ITAR. The parties acknowledge that this representation means that an official capable of binding the party providing such Items knows or has otherwise determined that such Items, and the parts and components thereof, are not on the ITAR's Munitions List at 22 C.F.R. Sub-Section 121.1. Each party agrees to reasonably cooperate with the other in providing, upon request of the other party, documentation or other information that supports or confirms this representation.</p> <p>E. To the extent that such Items, or any parts or components thereof, were specifically designed or modified for a military end use or end user, the party providing such Items shall notify the other party of this fact and shall also provide the other party with written confirmation from the United States Department of State that such Items, and all such parts or components thereof, are not subject to the jurisdiction of the ITAR.</p> <p>Boeing requires that the provisions/requirements set forth above be included in Seller’s direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, supply chain shall mean Seller's direct network of suppliers providing material, equipment, information, and services integrated into products and services.</p>
A98	<p>In addition to the provision set forth in the Code of Basic Working Conditions and Human Rights in the contract, Seller further commits that any material violation of law by Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Seller's performance under this Contract/ Agreement may be considered a material breach of this Contract/Agreement for which Boeing may elect to cancel any open Orders between Boeing and the Seller, for cause, in accordance with the provisions of this Contract/Agreement, or exercise any other right of Boeing for an Event of Default under this Contract/Agreement.</p> <p>Seller shall include the substance of this clause, including this flow down requirement, in all subcontracts awarded by Seller for work under this Contract/Agreement.</p>
Q09	<p>Seller shall maintain, and have available on a timely basis, quality records traceable to the conformance of product/part numbers delivered to Boeing. Seller shall make sure records available to regulatory authorities and Boeing's authorized representatives. Seller shall retain such records for calendar year + 10 years from the date of shipment under each applicable order for all product/part numbers unless otherwise specified on the order. At the expiration of such period set forth above and prior to any disposal of records, Seller will notify Boeing of records to be disposed of and Boeing reserves the right to request delivery of such records. In the event Boeing chooses to exercise this right, Seller shall promptly deliver such records to Boeing at no additional cost on media agreed to by both parties. Boeing requires that the provisions/requirements set forth above be included in Sellers direct supply contracts related to the Products/Part Numbers. Supply Chain shall mean network of material, equipment, information, and services integrated into products and services for the ultimate customer.</p>

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<b>Q13</b>	<p>Seller must provide a statement on the packing sheet certifying its quality assurance department has inspected the parts and they adhere to all requirements, applicable drawings/specifications.</p> <p>OR</p> <p>When the seller is located outside of the United States and they submit an EASA/JAA/FCAA FORM-1. the following conditions must exist on the form:</p> <ol style="list-style-type: none"><li>1. Block 11 status is identified as 'NEW' AND</li><li>2. Block 12 titled 'REMARKS' contains a statement certifying the seller's quality assurance department has inspected the parts. AND</li><li>3. Block 12 titled 'REMARKS' does not contain certification statements of PMA, Prototype, Not to be installed on certified aircraft, or any statement that does not support PC 700 certification. AND</li><li>4. Block 13a 'Certifies that the items identified above were manufactured in conformity to: Approved design data and are in condition for safe operation'.</li></ol> <p>Boeing requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.</p>
<b>Q29</b>	<p>Seller shall comply with:</p> <p>A. Boeing Form X31764</p> <ol style="list-style-type: none"><li>1. Seller shall comply with the requirements of Form X31764 'Boeing Quality Purchasing Data Requirements'. To ensure Seller is performing to the latest Boeing Form X31764, Seller shall access this form by selecting 'Supplier Quality' from the menu bar of 'Doing Business with Boeing' home page located at the following URL address: <a href="http://www.boeingsuppliers.com/[boeingsuppliers.com]">http://www.boeingsuppliers.com/[boeingsuppliers.com]</a>. When entering the URL, use lower case letters only. Seller shall be responsible for regularly monitoring (minimum quarterly) the URL to ensure that Seller is in compliance with the latest revision of Form X31764.</li><li>2. Form X31764 identifies the sections, sub-sections, and applicable items the Seller shall evaluate for flow-down to its Supply Chain. If the Seller determines the item is not applicable, due to the complexity of the item being procured, they shall retain documented information to justify this decision.</li><li>3. For purposes of this PO Note, 'Supply Chain' means Seller's complete network of material, equipment, information, and services integrated into deliverable products and services provided to Seller by Seller's direct first tier supply contracts and Seller's sub-tier or lower tier supply contracts as applicable based on the product requirements being procured.</li></ol> <p>B. AS/EN/JISQ 9100 Flow-Down Requirements</p> <p>In accordance with AS/EN/JISQ 9100, Seller shall flow-down to its Supply Chain the applicable provisions/requirements of AS/EN/JISQ 9100.</p> <p>C. PO Note Management Requirements</p> <ol style="list-style-type: none"><li>1. Seller shall comply with all PO Notes when required by applicable contractual agreement. Boeing PO Notes are supplemental terms and conditions that consist of both quality and non-quality assurance terms and conditions. Each PO Note is designated by code number, e.g., Q29, S68, A21, etc. PO Notes may apply to the Seller via Boeing Purchase Contract or Purchase Order, and may be referenced by Boeing solicitations and letter agreements. A PO Note may be referred to as 'PO Note' or 'Note'.</li><li>2. Boeing may revise the PO Notes from time to time. To ensure Seller is performing to the latest Boeing PO Note, Seller shall access the latest PO Note revisions via the Boeing Partners Network (BPN) Supplier Portal View. 'PO Notes' are listed under 'My Products'. When Seller reviews a PO Note revision, the PO Notes page will reflect the revision as 'Acknowledged' by Seller. Seller shall access on a quarterly basis the latest PO Note revisions via the BPN Supplier Portal by the following dates of the year: 1/15, 4/15, 7/15 and 10/15.</li><li>3. The latest PO Note revision identified by the BPN Supplier Portal is effective, and therefore applicable to the Boeing Order as of the revision date of the PO Note, unless otherwise agreed in writing by the parties for the applicable Order.</li><li>4. If Seller does not have BPN Supplier Portal access, Seller shall contact the Boeing Procurement Representative and request the latest PO Note text by specifying the applicable PO Note code number. Seller shall make such requests quarterly by the dates specified in above paragraph '2'. Upon receipt of such request, Boeing will provide the applicable PO Note to Seller.</li></ol>

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<p><b>Q31</b></p>	<p>This procurement is under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 quality system supplier control program.</p> <p>THE SELLER WILL PLACE THE FOLLOWING STATEMENT ON THE SHIPPING DOCUMENTATION OF ALL SHIPMENTS TO BOEING:</p> <p>'Seller hereby acknowledges that the parts and/or materials being shipped under this order are intended for use under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 and no articles (or constituent parts thereof) or the accompanying paperwork (e.g., packages, shippers, etc.) contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings.'</p> <p>THE PREFERRED LOCATION FOR THE STATEMENT IS ON THE SHIPPING DOCUMENT, NEXT TO, OR FOLLOWING, THE CERTIFICATE OF CONFORMANCE (C of C). THE STATEMENT MAY BE PRINTED, STAMPED OR ATTACHED AS A LABEL OR STICKER TO THE SHIPPING DOCUMENTATION. IT IS ALLOWABLE TO REPLACE 'Seller' WITH THE COMPANY NAME OR 'WE'. Boeing requires that the provisions/requirements set forth above, as determined by the Seller to be applicable, be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, Supply Chain shall mean Seller's complete network of material, equipment, information, and services integrated into products and services. It focuses on direct and all lower-tier suppliers.</p>
<p><b>Q113</b></p>	<p>For this BGS order, seller shall strictly control all inventory of Boeing proprietary product that is in excess of purchase document quantity in order to prevent product from being sold or provided to any third party without prior written authorization from Boeing. Additionally, Seller shall not provide product from excess inventory that was previously rejected or returned by Boeing without prior written authorization from Boeing. When Seller fulfills an order in support of this purchase document with product from excess inventory for which seller was the original manufacturer, seller shall be able to demonstrate traceability to the original Boeing purchase document that authorized manufacture of the product when requested by Boeing.</p>
<p><b>Q114</b></p>	<p>For this BGS order, seller shall flow down all requirements of this purchase document to the manufacturing facility identified within this purchase document.</p>
<p><b>Q115</b></p>	<p>For this BGS order, seller is required to establish and maintain a FOD prevention program in compliance with AS/EN/SJAC 9146 Foreign Object Damage (FOD) Prevention Program -- Requirements for Aviation, Space, and Defense Organizations. Aerospace standards such as AS9146 can be obtained from SAE International at <a href="http://standards.sae.org">http://standards.sae.org</a></p>
<p><b>Q121</b></p>	<p>For this BGS order, the following must be individually authorized by the Boeing Procurement Agent prior to use for this purchase document:          Approved Material Substitution List (AMSL), Part Specific Approved Material Substitution List (PSAMSL), Foreign sources of raw material per D1-4426, Approved Process Sources Metallic Raw Material - Non USA &amp; Titanium Ingot (All) process codes 600-699, DMS 2201 Procurement From Foreign Sources - Metallic Raw Materials (QPL) Qualified Product List.</p>
<p><b>S78</b></p>	<p>Parts returned to the supplier under this order for rework/repair will be accompanied by proof of supplier's inspection acceptance when resubmitted to Boeing. When No fault is found by the supplier for Non-Conforming product(s), the order will be accompanied by proof of supplier's test data and inspection acceptance. Resubmitted parts will also be accompanied by a copy of or reference to the applicable Boeing Non-Conformance document(s). Boeing requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, Supply Chain means Seller's direct network of suppliers providing material, equipment, information, and services integrated into products and services.</p>

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<b>T88</b>	<p>Definition. 'Ozone-depleting substance,' as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as-- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to hydrochlorofluorocarbons.</p> <p>Seller shall label shipping or storage containers of ozone-depleting substance and products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as applicable: Warning Contains * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.</p> <p>Warning Manufactured with * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.</p> <p>* Seller shall insert the name of the substance(s).</p> <p>Boeing requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For the purpose of this note Supply Chain shall mean Seller's direct and indirect suppliers performing value-added activity on the products and services. It focuses on direct and lower-tier suppliers.</p>
<b>D6-55583</b>	<p>Suppliers that provide product to Jamco-America used in Boeing programs must be able to comply with Electronic Parts Management Plan guidelines as per the current revision of Boeing D6-55583, and the following SAE requirements, including the dissemination of these requirements to sub-suppliers that provide Electronic Components:</p> <ul style="list-style-type: none"><li>(R) Requirements for an Electronic Components Management Plan (ECMP) as per EIA-STD-4899</li><li>(R) Counterfeit Electrical, Electronic, and Electromechanical (EEE) Parts; Avoidance, Detection, Mitigation and Disposition as per AS5553</li><li>(R) Performance Standard for Aerospace and High Performance Electronic Systems Containing Lead-free Solder as per GEIA-STD-0005-1</li><li>(R) Standard for Preparing a DMSMS Management Plan as per STD-0016</li><li>(R) Requirements for a COTS Assembly Management plan as per EIA-933</li></ul>

END