

AS9100D PURCHASING TERMS & CONDITIONS

1. Seller shall establish and maintain a quality control system acceptable to Us for the Goods purchased under this Contract. Seller shall permit Us to review procedures, practices, processes and related documents to determine such acceptability.
2. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify our organization of any changes to that certification.
3. All special processes required by a purchase order must be performed by qualified personnel.
4. Our organization reserves the right of access by our representatives, our customers, any regulatory authorities to the applicable areas of all the facilities, at any level of the supply chain involved in the order, and to all applicable records.
5. Calibration services:
 - 5.1. All calibration certificates must identify standards used and must be traceable to NIST (National Institute of Standards and Technology) or another National Metrology Institute.
 - 5.2. All calibration methods/standards must be in accordance with ANSI/NCSL-Z540 standards and/or ISO/IEC/EN 17025,
6. The supplier shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
7. Our organization reserves the right to approve or specify any designs, test, inspection plans, verification, use of statistical techniques for product acceptance, and any applicable critical items, including key characteristics.
8. The supplier is required to retain all records associated with our purchase order, for 7 years minimum, by contract.
9. The supplier is required to:
 - 9.1. Notify our organization of nonconforming product immediately upon discovery.
 - 9.2. Obtain our organizational approval for nonconforming product disposition.
 - 9.3. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
 - 9.4. Flow down to the supply chain the applicable requirements including customer requirements.
10. Our organization reserves the right of final approval of product, procedures, processes, and equipment.
11. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
12. You shall not furnish Counterfeit Goods to Us, defined as Goods or separately-identifiable items or components of Goods that:
 - 12.1. are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, "OEM") item;
 - 12.2. are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture;
 - 12.3. do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design;
 - 12.4. have been re-worked, re-marked, relabeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or
 - 12.5. have not passed successfully all OEM required testing, verification, screening, and quality control processes.

Notwithstanding the foregoing, Goods or items that contain modifications, repairs, rework, or re-marking as a result of Seller's or its subcontractor's design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mismarked shall not be deemed Counterfeit Goods. Counterfeit Goods shall be deemed nonconforming to this Contract.

13. You must comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Contract, including but not limited to the Export Administration Regulations ("EAR") of the U.S. Department of

Commerce, the International Traffic in Arms Regulations (“ITAR”) of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, “Trade Control Laws”).

14. You must ensure that your employees, subcontractors, etc. are aware of the importance of ethical behavior.

The following clauses for Federal sub-contracts are not applicable unless called out on the Purchase Order:

100. This order is a rated order under DPAS (15 CFR 700):

100.1. The rating is to be specified on the Purchase Order.

100.2. You are required to follow all provisions of the Defense Priorities and Allocations Systems regulation (15 CFR 700).

100.3. DPAS Regulations require written acceptance/rejection of this order within 10 working days after receipt.

101. This order is a subcontract subject to FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems. You must comply with this FAR clause, including paragraph (c).

102. This order is a subcontract under DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

102.1. You must comply with this DFARS clause, including paragraph (m).

102.2. You must notify us when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of the DFARS clause.

102.3. You must provide the incident report number, automatically assigned by DoD, to us as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of the DFARS clause.

103. This order is for services that include support for the activities related to safeguarding covered defense information and cyber incident reporting. You must comply with DFARS 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

104. This order is a sub-contract for a Federal project.

104.1. You must comply with FAR:

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.225-13	Restrictions on Certain Foreign Purchases
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009
52.224-3	Privacy Training Alternate I (JAN 2017)
52.244-6	Subcontracts for Commercial Items

104.2. If this order exceeds \$10,000, you must also comply with FAR:

52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving

104.3. If this order exceeds \$15,000, you must also comply with FAR:

52.222-36 Equal Opportunity for Workers with Disabilities

104.4. If this order exceeds \$150,000, you must also comply with FAR:

52.222-35 Equal Opportunity for Veterans

52.222-37 Employment Reports on Veterans

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

104.5. If this order exceeds \$250,000 you must also comply with FAR:

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights

52.249-2 Termination for Convenience of the Government (Fixed-Price).

104.6. If this order exceeds \$550,000, you must also comply with FAR:

52.222-50 Combating Trafficking in Persons

104.7. If this order exceeds \$6,000,000, you must comply with FAR:

52.203-13 Contractor Code of Business Ethics and Conduct

105. This order is a sub-contract for non-commercial items for a Federal project. You must comply with FAR:

105.1. You must comply with FAR:

52.232-40 Providing Accelerated Payments to Small Business Subcontractors

52.234-1 Industrial Resources Developed Under Title III, Defense Production Act

105.2. If this order exceeds \$30,000 and, in your preceding fiscal year, you received (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance, you will, prior to the 15th of the month following the month of the award of this order, provide us with the information required to comply with FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards.

105.3. If this order exceeds \$35,000, you must also comply with FAR:

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

105.4. If this order is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States, you must comply with FAR 52.222-50 Combating Trafficking in Persons.

105.5. If this order exceeds \$250,000, you must comply with FAR:

52.203-6 Restrictions on Subcontractor Sales to the Government

This order is a sub-contract for a Department of Defense project.

105.6. You must comply with DFARS:

- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support
- 252.223-7008 Prohibition of Hexavalent Chromium
- 252.225-7048 Export-Controlled Items
- 252.244-7000 Subcontracts for Commercial Items
- 252.247-7023 Transportation of Supplies by Sea
- 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information**
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting**
- 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.**
- 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten**
- 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems**
- 252.227-7015 Technical Data--Commercial Items**
- 252.227-7037 Validation of Restrictive Markings on Technical Data**
- 252.232-7017 Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Considerations**
- 252.246-7003 Notification of Potential Safety Issues**
- 252.204-7021 Cybersecurity Maturity Model Certification Requirements**
- 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION**

105.7. If this order exceeds \$10,000, you must comply with FAR:

252.222-7999 Combating Race and Sex Stereotyping

105.8. If this order exceeds \$500,000, you must also comply with DFARS:

- 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

The following clauses for Boeing sub-contracts are not applicable unless called out on the Purchase Order, either individually or as a group (e.g. "All 200-series T&C's apply")

200. Boeing is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its worldwide operations. In furtherance of this commitment, Boeing has adopted a Code of Basic Working Conditions and Human Rights setting out in detail the measures it takes to ensure this commitment is fulfilled. This code may be downloaded at <http://www.boeing.com/aboutus/culture/code.html>. Boeing strongly encourages you to adopt and enforce concepts similar to those embodied in the Boeing Code, including conducting your operations in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety and environmental protection. We

include the substance of this clause, including this flowdown requirement, in all subcontracts awarded by us for work under this Contract.

201. Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Contract. Boeing expects that Seller's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirement of this clause to its suppliers. Seller shall not deliver Goods that contain any asbestos mineral fibers.
202. Seller acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this Contract. Boeing strongly encourages Seller to model its program in accordance with the Federal Sentencing Guidelines, applicable guidance from enforcement authorities, and industry best practices. Seller shall publicize to its employees who are engaged in the performance of work under the Contract that they may report any concerns of misconduct by Boeing or any of its employees or agents by going to Ethics@Boeing. Seller shall convey the substance of this clause to its suppliers.
203. Seller shall comply with the requirements of the latest revision of Boeing standard D6-56202, Tooling Supplier Quality Operating Requirements.

Revision History

Reviewed & Approved By	Eff. Date	Rev	Change
DanielG	1/28/15	A	Initial Release
DanielG	5/16/2016	B	Add DPAS clause
DanielG	12/15/2016	C	Add Cybersecurity clauses
DanielG	3/27/2018	D	Update for AS9100D
DanielG	4/2/2019	E	Update for Boeing D6-56202
DanielG	4/27/2019	F	Add clauses 103-106
DanielG	1/13/2022	G	Add more FARs and DFARS flowdowns (marked in yellow)