

**CUSTOMER CONTRACT REQUIREMENTS
SUPPORT FOR SWISS F/A-18
CUSTOMER CONTRACT 704042**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

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1. Packaging, Preservation and Markings

1.1 Packaging, preservation and markings of the items shall be made in accordance with common commercial practice for overseas air- /sea-shipment, unless otherwise required in the respective contract.

1.2 Special packing, such as for long term storage, shall be available on request and at additional costs.

1.3 Each packaging box shall contain an itemized packing list, with appropriate shipping information on the outside.

1.4 In case the packaging box (or its content) requires special handling care, Seller, or the subcontractor, will ensure that the packing box is sufficiently and clearly visibly marked to this effect.

2. Title and Risk of Loss

2.1 Spare Parts

Title and Risk of Loss shall pass from SELLER to BOEING when the consignment is taken into charge by the freight forwarder.

2.2 Repair and Overhaul

Title of goods in transit for Repair and Overhaul shall remain with BOEING and/or the Government of Switzerland (GoS) respectively at all times. SELLER shall bear the Risk of Loss from the moment when such goods are received at its own or its subcontractors' facilities until such goods are taken into charge by the freight forwarder after repair/overhaul, in line with the INCOTERMS 2010 for the mode of delivery as stipulated in this contract. In the event that such goods are lost at SELLER'S's or its subcontractor's facility, SELLER will replace these goods at no charge for Buyer, RA, or the GoS within the agreed lead-time for new component.

3. Warranty Statement

3.1 Subject to the provisions of this Article, SELLER warrants that, at time of delivery, the Goods shall be free from defects in material and workmanship.

3.2 The warranties set forth above shall not apply to any BOEING furnished material or to any accessory, component, assembly, subassembly or part purchased by SELLER which was not manufactured to SELLER's detailed design, except that any defect solely attributable to SELLER's workmanship in the installation of said items in the Goods, including any failure by SELLER to conform to the manufacturer's installation instructions so as to void any manufacturer's warranty, shall constitute a defect in workmanship.

3.3 The warranties set forth ABOVE shall be subject to the following conditions and limitations:

(i) SELLER having received written notice of the defect from BOEING at the earliest practical time after the defect becomes apparent to BOEING, but in no event later than one (1) year after delivery of the Goods; and

(ii) BOEING'S return, as soon as practical, and in accordance with SELLER's instructions, of the Goods or part thereof claimed to be defective. BOEING must submit to SELLER a description of the claimed defect and circumstances, including if requested by SELLER, proof that the claimed defect is due to a matter within the warranty as set forth in this Article and that such defect did not result from any act or omission of BOEING or of any third party, including but not limited to any failure to operate or maintain the Goods involved in accordance with SELLER's written instructions, handbooks, and manuals, or unauthorized repairs, alterations, modifications or use of spare parts from sources not approved by SELLER.

(iii) SELLER will perform a warranty claim investigation and provide a written disposition of its findings to BOEING. If SELLER rejects BOEING's warranty claim, SELLER will provide reasonable substantiation of its rejection with the disposition. If SELLER determines that BOEING's warranty claim is valid, SELLER shall proceed with corrective action. If SELLER accepts the Warranty, SELLER will reimburse BOEING the transportation cost for that particular warranty item. BOEING shall be responsible for the cost of removal of the defective part, transportation of the defective part to the SELLER, and reinstallation of the repaired or replacement part.

3.4 BOEING's remedy and SELLER's obligation and liability under this Article, with respect to each valid warranty claim, are limited to the following: At SELLER's sole option, (1) to repair such Goods or, (2) to replace such Goods or part thereof with similar Goods free from defect in material and workmanship.

3.5 All repairs and replacements for valid warranty claims described in this Article shall be performed by SELLER at SELLER's expense at SELLER's plant or such other location as SELLER may designate. Return to BOEING of repaired or replaced Goods or parts thereof shall be at SELLER's expense. Risk of loss of the goods shall remain with BOEING until such time the part is back in the custody of SELLER. Title to the goods shall at all times remain with BOEING except that title to such Goods or part shall pass to Boeing concurrently with SELLER's shipment of a replacement therefore. SELLER shall have only such responsibility for damage to Goods or parts in the SELLER's possession occasioned by SELLER's wilful acts or ordinary negligence. SELLER shall not be liable for loss of use, lost income, revenue, or profit, or any other incidental, indirect, or consequential damages.

3.6 Normal wear and tear and the need for regular maintenance and overhaul shall not constitute a defect under this Article. SELLER acknowledges that some of the Goods delivered under this Contract, though without defects when delivered, may have a normal service life expectancy shorter than the warranty period. Such Goods shall bear no warranties other than the special hours of use or other warranties extended at the time of delivery.

4. Intellectual Property

Interpretation. In this Article:

"Intellectual Property Right" means any intellectual property right recognized by the law of Switzerland, including any intellectual property right protected through legislation or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter;

5. Joint Inventions

Each Party shall have an equal, undivided interest in all Intellectual Property conceived or reduced to practice jointly by employees of both Parties during the performance of this Contract, and in the related copyright, patent, trade secret, and other proprietary rights therein. Each Party shall have the right to independently exploit jointly owned patents without the requirement to account to the other Party. Each Party shall have the right to independently exploit jointly owned copyrighted works with the requirement to account to the other Party. Both Parties shall share equally in all costs related to obtaining and maintaining any such patents or intellectual property rights, including any costs relating to preparation and prosecution of applications, annual taxes, or annuities, or the litigation of the patentability, validity, or enforceability of any such patents or other intellectual property rights in any and all countries. If, at any time, a Party declines to share in the costs described above, in a particular country, the Party so declining shall assign its ownership rights in the patents or other intellectual

property rights in the particular country to the other Party: subject, however, to the retention of a fully paid, non-exclusive, non-assignable license, without the right to sublicense, in favor of the relinquishing Party and its subsidiaries, to make, have made, use, lease, sell, or otherwise dispose of apparatus or practice methods under the intellectual property rights in the particular country.

6. Non-Disclosure

6.1 Subject to the Parties' compliance with applicable laws, and subject to Seller's and Boeing's rights under this Contract, Seller shall protect as set forth herein any information received from the Buyer under or in connection with this contract that Buyer or Buyer's customer considers proprietary or confidential ("Proprietary Information") and that, if disclosed in tangible form, has been marked with an appropriate proprietary legend such as PROPRIETARY or CONFIDENTIAL, or another restrictive legend allowed under this contract, and if disclosed in some other form (e.g., orally or visually), has been identified as proprietary at the time of original disclosure and summarized in a writing conspicuously marked with an such a legend and delivered to the receiving Party within 30 days of original disclosure. Seller shall protect such information except to the extent disclosure is required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction. Where this exception applies, the Seller shall, to the extent legally permitted to do so, provide prompt written notice to the Buyer prior to proceeding with such disclosure and shall afford the Buyer the right to resist such release.

6.2 The Seller shall, at the Buyer's written request, return to the Buyer all such Proprietary Information of the Buyer or Buyer's customer when no longer needed for completion of this Contract, or shall, at the Buyer's option, destroy all such information and certify as to such destruction to the Buyer or Buyer's customer.

6.3 The Seller may use and copy the Buyer and/or Buyer's customer's Proprietary Information solely for the purpose of performing the Seller's obligations under this Contract, and such information shall remain the property of the Buyer, Buyer's customer, or a third party as applicable. The Seller may disclose the Buyer or Buyer's customer's Proprietary Information to employees of the Seller who have a need-to-know the Proprietary Information for the purposes of performing the Seller's obligations under this Contract. Notwithstanding the restrictions set forth ABOVE, SELLER may disclose to a subcontractor Proprietary Information of Buyer or Buyer's customer as may be necessary to perform the subcontract, on the condition that the subcontractor agrees that such information will be used solely for the purposes of such subcontract. In addition, Seller may disclose the Buyer or Buyer's customer's Proprietary Information to the Seller's advisers, agents and contract labor for the purpose of performing the Seller's obligations under this Contract, provided that such advisers, agents and contract labor are subject to written obligations of confidentiality no less stringent than those set forth above.

6.4 Seller's obligations under this 6.0 do not apply to any information that:

- I. The Seller knew and held without restriction as to further disclosure when the Buyer disclosed the information under this Contract; or
- II. Is publicly available from a source other than the Buyer or Buyer's customer other than as a result of the Seller's breach of its obligations under this Article; or
- III. Is or becomes known to the Seller from a source other than the Buyer or Buyer's customer, except any source that is under an obligation not to disclose the information; or
- IV. Is independently developed by the Seller without use of the information of the Buyer or Buyer's customer.

6.5 The Seller will satisfy its obligations hereunder to protect Proprietary Information from misuse or unauthorized disclosure by exercising reasonable care. Such care will include protecting such information using those practices the Seller normally uses to restrict disclosure and use of its own information of like importance.

6.6 The nondisclosure obligations set forth herein shall persist for a minimum of five years after termination or expiration of this Contract.

6.7 The Parties acknowledge that the Buyer or Buyer's customer may suffer irreparable harm if the Seller fails to comply with its nondisclosure obligations set forth herein, and that monetary damages in that event would be inadequate to compensate the Buyer or Buyer's customer. Consequently, the Buyer shall be entitled, in addition to any monetary relief as

may be recoverable by law, to any temporary, preliminary or permanent injunctive relief as may be necessary to restrain any continuing or further breach by the Seller, without showing or proving any actual damages sustained by the Buyer or Buyer's customer and without the necessity of posting any bond or, if required.

7. Agents I Relationship of the Parties

7.1 SELLER herewith certifies that it will not employ or retain any company or person other than a fulltime bona fide employee working solely for SELLER or a firm that is retained on a non-commission basis to solicit or secure this contract.

7.2 This contract does not make either party the employee, agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this contract each party shall be acting as an independent contractor

8.0 Survival after Cancellation or Expiration or Termination

The following clauses shall survive the cancellation or expiration or termination of this contract: 3 (Warranty Statement),) and 8 (Survival after Cancellation or Expiration or Termination).

9.0 Obsolescence Management

Should parts be moving towards becoming obsolete or no longer supported, Seller shall notify Buyer as early as possible to permit a last time buy.

Customer Contract Requirements (Direct Commercial Sales)

In addition to the requirements set forth in the Boeing General Provisions and other terms and conditions in or attached to this Contract, the Goods to be delivered under this Contract may be common to items delivered to a U.S. Government customer. Accordingly, the following terms supporting technical conformance of the Goods apply to this Contract to the extent indicated below. In all of the following clauses, "Contractor" and "Offeror" mean Seller. Certain clauses below may be deemed inapplicable if the parts being purchased under this Contract previously had commercial item determinations (CIDs) completed and approved for identical parts.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018). In paragraph (c) (1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c) (2) to Buyer.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020). Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

52.211-5 Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

252.209-7010 Critical Safety Items (AUG 2011). Delete the second sentence in paragraph (b) and substitute the following sentence in lieu thereof: Items delivered under the Contract are considered critical safety items if they have previously been designated as critical safety items under a prior contract. Delete paragraph (c) and insert the following in lieu thereof: Heightened quality assurance surveillance. Items considered critical safety items in accordance with paragraph (b) of this clause are subject to heightened, risk-based surveillance by Buyer and/or the Government.

252.223-7003 Change in Place of Performance-Ammunition and Explosives (DEC 1991). The clause is revised as follows: (a) Seller shall identify in their offer, the place of performance of all ammunition and explosives work that would be covered by 252.223-7002. Failure to furnish this information with the offer may result in rejection of the offer. (b) Seller agrees not to change the place of performance of any portion of the offer that would be covered by 252.223-7002 after the

date set for receipt of offers without the written approval of the Contracting Officer, which shall be obtained through Buyer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance. (c) If a contract results from this offer, Seller agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer, which shall be obtained through Buyer.

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013). "Contracting Officer" shall mean Buyer.

252.225-7001 Buy American and Balance of Payments Program (DEC 2017). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies. (DEC 2018). This clause applies to items covered by the United States Munitions List or the 600 series of the Commerce Control List.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (e) (2) "Government" means Buyer. Paragraph (c) (6) is revised as follows:

(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

252.225-7011 Restriction on Acquisition of Supercomputers (JUN 2005).

252.225-7012 Preference for Certain Domestic Commodities (DEC 2017).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2011). This clause does not apply to contracts for commercial items or items that do not contain ball or roller bearings.

252.225-7025 Restriction on Acquisition of Forgings (DEC 2009). This clause applies if the Contract is for forging items or for other items that contain forging items.

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (DEC 2006).

252.225-7036 Buy American-Free Trade Agreements-Balance of Payments Program-Basic (DEC 2017). In paragraph (c), the phrase "in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate-Basic provision of the solicitation" is deleted, and the word "certified" is deleted and replaced with the word "specified."

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c) (6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

252.246-7008 Sources of Electronic Parts (MAY 2018). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b) (3) (ii) (A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).

