

**CUSTOMER CONTRACT REQUIREMENTS  
APACHE SPARES BOA  
CUSTOMER CONTRACT BA-366W6-0001M**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

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

**TBD NOTIFICATION OF DEBARMENT/SUSPENSION AND EXPORT DATA CONTROL (AUG 2009).** Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this contract.

(1) For the purpose of this clause,

(A) Foreign person is any person who is not a citizen of the or lawfully admitted to the for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, foreign organizations, and foreign governments;

(B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and

(C) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.

(2) Seller shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(3) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.

(4) Equipment and technical data generated or delivered in the performance of this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Seller shall notify Buyer and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign persons or their representatives. This notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

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**1. EXCLUSION OF LIABILITIES**

**1.1 DISCLAIMER AND RELEASE. THE WARRANTIES, CONDITIONS,**

REPRESENTATIONS, OBLIGATIONS AND LIABILITIES OF BOEING AND REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES AND OTHER OBLIGATIONS AND LIABILITIES OF BOEING, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY SPARE PARTS OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

- A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;
- B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING; AND
- D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY OF BUYER, INCLUDING WITHOUT LIMITATION ANY SPARE PARTS

**1.2 EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES.**

NEITHER PARTY SHALL HAVE OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING), OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY SPARE PARTS OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT.

**2. CERTIFICATE OF CONFORMANCE - DELIVERABLE**

Seller shall create a Certificate of Conformance for each shipment. Seller's original Certificate of Conformance shall be maintained by Seller and copy is to be included with each shipment.

Seller's Certificate of Conformance shall include the following;

- Seller's Name
- Statement attesting that goods and services conform to the contract requirements and applicable Government and Buyer' specifications. If material is Buyer furnished, so indicate.
- Signature or stamp with title of Seller's authorized personnel signing the certificate.
- Buyer's contract number

**Note:** - If the Certificate of Conformance is for Critical Safety Item, then the certificate must include a statement that the item is either; New, Overhauled or Repaired. - Distributors shall, in addition to the above, include the

manufacturer's name for each item shipped.

Additionally Seller's Certificate of Conformance shall include or be traceable to the following;

- Part number and dash number (when applicable)
- Drawing revision level to which the goods were manufactured (when applicable)