

**CUSTOMER CONTRACT REQUIREMENTS**  
**EAF F-16 Block 15**  
**CUSTOMER CONTRACT CAIRO-N-TheBoeingCompany-2018**

**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

**A. Sales Commissions/Fees**

Seller certifies that the Contract price, including subcontracts awarded thereunder does not include any direct or indirect costs of sales or commissions to a third party to assure the conclusion of the sale to Buyer's Customer, The Government of Egypt (GoE), of any Goods called for in this Contract. If it is proven that, at any time, Seller has included its pricing any amount for sales commission or fees to conclude the Contract, the GoE reserves the right to reduce the total value of this Contract, or to deduct from the deserved money the same amount as that included as the sale commission or fees.)

**B. New Material**

a. "Material" as used in this clause, includes, but is not limited to, raw material, parts, items, or components, used in the manufacture of the Goods. "New", as used in this clause, means previously unused and composed of previously unused materials.

b. Seller warrants to deliver products under this Contract that are new and are manufactured during the same year of contract signature. If used or remanufactured parts are to be provided, Seller will notify Buyer in advance. Any used or remanufactured parts provided shall include the same warranty as a new part.

**C. Intellectual Property**

This clause applies in addition to the Intellectual Property Article of the General Provisions.

a. Interpretation. In this Article:

b. "Goods" are the goods and services to be delivered to Buyer under this Contract.

c. "Software" means computer programs, including those stored in integrated circuits, read-only memory or similar devices, computer program documentation, and computer databases, including modifications to any of the foregoing; and

d. "Technical Information" means information required to be delivered under this Contract of a scientific or technical nature relating to the Work, including information related to inventions, designs, methods, processes, techniques, interfaces, data structures, architectures, analysis tools, modeling or simulation, models, prototypes, patterns, samples, schematics, experimental data, maintenance data, test data, reports, drawings, plans, specifications, photographs, collections of information, manuals, and Software. Technical Information does not include data concerned with the administration of the Contract, such as financial data, business processes, or management information. Technical Information also does not include any data systems, tools or applications that are developed using non-Buyer funding and that may be used to generate, modify or deliver Goods under this Contract.

e. "Work" is the work product required to be generated and delivered under this Contract.

f. The provision of any Technical Information or documentation under this Contract shall neither imply, nor permit, nor provide any right to manufacture or have manufactured any part, component, system or element of the Goods through licensing or otherwise. Buyer shall have the right to use, copy and reproduce Technical Information as necessary for the use, maintenance and repair of Goods.

2.

**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. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**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.

**52.211-5 Material Requirements** (AUG 2000)

Any notice will be given to Buyer rather than the Contracting Officer.

**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."

**252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals** (OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (d) (1) (i), "Contracting Officer" means Buyer. 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).

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

**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).