

CUSTOMER CONTRACT REQUIREMENTS
Transactional Spares
CUSTOMER CONTRACT F14EEMLBCA0721-A

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

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)