

**CUSTOMER CONTRACT REQUIREMENTS**  
**Korea Repairs BOA**  
**CUSTOMER CONTRACT KFX-DAPA-73AB04025**

**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

**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.

**52.211-5 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).

#### **KFX-DAPA-73AB04025 Special Provisions .**

##### **A. FORCE MAJEURE**

In accordance with the Force Majeure Article of the General Provisions, Seller shall notify Buyer in writing within 10 days after the beginning of any such cause. The notification shall include a written confirmation of the occurrence of the Force Majeure event issued by the authorized governmental organization of the applicable country, Chamber of Commerce, or a similar independent third party in the location where the event occurred. The notification shall indicate that (i) Seller could not reasonably foresee occurrence of the Force majeure event at the time of execution of this Contract; and (ii) Seller could not control the failure of or the delay in delivery of the Goods due to such Force Majeure Event.

##### **B. MAINTENANCE OF SECRECY**

1. Seller warrants that any data or information related to this Contract, shall be held and preserved as "Confidential Matters of the

Republic of Korea" in strict compliance with the relevant laws and regulations of the Republic of Korea. Documents provided shall be protected in accordance with the equivalent U.S. or Korean security classification. Seller further warrants that any data or information related to this Contract, originally developed by Buyer shall be held and preserved as "Confidential Matters of The Boeing Company."

2. Any documents or correspondence in relation to and in connection with this Contract, whether or not marked "Confidential," therein, shall not be disclosed in any way outside of Seller's organization and shall not be disclosed or released to any other unauthorized person or corporation without Buyer's written consent.

### **C. PROPER CONTRACT PRICE**

1. The Seller shall guarantee that all the prices specified in this Contract do not include any improper costs, and warrant that this Contract is made directly between the Seller and Buyer.

2. The Seller shall guarantee that the prices stated in this Contract do not exceed the Seller's regular prices as adjusted by the export differential, and that the prices, at the time of quote submission and for the duration of the Contract, will continue to be no less favorable to Buyer and end-customer than those currently being offered by the Seller to any of its similarly situated buyers.

### **D. INTELLECTUAL PROPERTY RIGHTS**

If Buyer or end-customer becomes subject to a suit, any other claim, etc. in which a third party alleges that the Repair Service or Repaired Item(s) thereof is in infringement of an intellectual property right, including but not limited to a patent or design or copyright registered under the Korean or United States Intellectual Property Office, the Seller shall, at its own expense and option, conduct the following actions:

- a. Settle the claim in an amicable way such as reconciliation with the claimant;
- b. Procure or obtain the right to use the Repaired Item(s) in a manner intended in this Contract.
- c. Replace or modify the Repair Service or Repaired Item(s) with an equivalent but non-infringing alternative service or item that conforms to the specifications of this Contract or
- d. Defend against such suits or claims. If any court of competent jurisdiction holds such Commodity or Service to constitute infringement, the Contractor shall take at its own option one of the actions described under a. through c. above.

### **E. INVESTIGATION IN THE EVENT OF AN ACCIDENT OR FAILURE**

In the event of an accident or failure for which parts or services were provided under this Contract, Seller agrees that upon request, Seller shall use best efforts to share information to the extent permissible under the relevant laws and to cooperate in any investigation in good faith to ascertain the cause of such accident or failure, including the existence of any Gross Negligence or willful misconduct.

### **F. SPECIAL PROVISION FOR PROHIBITION OF ANY DIRECT OR INDIRECT SALE OF GOODS/SERVICE TO NORTH KOREA**

1. These special provisions are primarily purposed to prohibit any direct or indirect sale of the Commodity to North Korea. The Commodity stated herein includes any related technical data and information.

2. The Seller warrants that any goods same as or similar to the Commodity shall not be sold or transferred to North Korea, regardless of whether or not the Seller is involved directly in such sale or transfer.

3. In case Buyer has obtained the information that Seller has violated these special provisions, Buyer shall:

- a. Make a claim for recovery of all payments made to Seller, and (in this case, the Commodity delivered or in transit for delivery shall be returned to Seller at Seller's risk and expense, ) and
  - b. Make a claim for recovery of other losses incurred to Buyer.
4. The term "sale" or "transfer" used herein covers lease, release, assignment or any other possession of the Commodity stated herein.
  5. These special provisions are incorporated in and made part of this Contract, and shall survive all other terms and conditions under this Contract.
  6. Where an agent for the Seller is involved in this contract, these special provisions are binding upon such agent.

#### **G. SPECIAL TERMS AND CONDITIONS FOR INTEGRITY PLEDGE**

1. The purpose of this clause is to stipulate what constitutes violation of the Integrity Pledge and penalties for such violation.
2. Seller and any agent shall be aware of and observe what is stipulated in the Integrity Pledge, as signing and fulfilling this Contract, including prohibition of offering valuables or entertainment (including provision of unfair job opportunities), and requesting certain information.
3. In the event there is any violation of the Integrity Pledge in the areas listed below by Seller, the DAPA holds the right to restrict participation in programs as stipulated in Defense Acquisition Program Act (article 59, Enforcement Decree articles 70 & 58):
  - a. Promise or provision of payment, valuables, entertainment, or other improper financial advantages (including provision of unfair job opportunities) to the relevant public servants or officials directly or indirectly (including members of committees and/or subcommittees, as well as expert consultants in accordance with regulation 16 of Defense Program Management Regulation) to influence decisions or in the course of bidding, contract award, or signing & implementing a contract.
  - b. Request of certain information for a defense program.
  - c. Disclosure of certain information to a third party without approval, including R&D results obtained during implementation of the contract.
4. In the event there is an action that constitutes as violation of the Integrity Pledge, Buyer is entitled to revoke or terminate the Contract.

#### **10. Inspection and Acceptance of Repaired Items**

Seller shall submit an agreed form of certificate of quality inspection testifying to the conformance of the repaired item to the specifications for that item (mutually agreed form such as a certificate of conformity, Manufacturer's inspection certificate, certificate of inspection, international industrial standards, quality certificate of the supplying country, etc.) The Seller shall assure that all statements, representation and warranties made in the documents above shall be true and correct.