

**CUSTOMER CONTRACT REQUIREMENTS**  
**E-737 Korea TSP**  
**CUSTOMER CONTRACT KD43AE09I64**

**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

**2. FORCE MAJURE**

a. In accordance with General Provisions Article, Force Majeure, Seller shall notify Buyer in writing within 10 days after the beginning of any such cause. The notification shall be attached by a written confirmation of the occurrence of the Force Majeure event issued by the Chamber of Commerce or a similar independent 3rd party in the location where the event occurred. The notification shall indicate that: the Seller could not reasonably foresee occurrences of Force Majeure event at the time of execution of the Contract, and that the Seller could not control the failure of or the delay in delivery of the deliverable(s) due to such Force Majeure event.

**3. MAINTENANCE OF SECRECY**

- a. The Seller hereby warrants that any data or information concerning or relating to the contract will 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.
- b. Regardless of whether marked with "Confidential", all documents and communications by teletransmission in relation to this contract shall not be disclosed in any way without Buyer's prior consent.
- c. Seller's obligations provided in this Article shall survive termination or completion of this contract.

**4. SELLER'S TECHNICAL PERSONNEL**

- a. Seller assures that its dispatched personnel shall abide by the laws and regulations of the Republic of Korea, and the local regulations with regard to safety, security and administration of the province where the Technical Service is provided.
- b. In case DAPA determines that the qualification or behavior of the personnel is not appropriate, or that the method of implementation of the Technical Service is improper, DAPA may request for replacement of such personnel. Upon such request, the Contractor shall change the personnel without delay.
- c. Seller's technical personnel shall observe hours of duty of forty (40) hours a week (8 hours/day, 5 days/week) to perform this Contract. If required for emergency grounding conditions/emergency radar conditions, the FSRs will additionally provide on-call/on-site support, up to four hours (10% of weekly duty hours). In total, the maximum hours of duty (weekly duty hours (40) and possible on-call/on-site support (up to 4 hours)) shall be forty-four (44) hours a week including hours of overtime work (Evening, weekends and holidays), and may be increased by mutual agreement between the Buyer and the Seller when necessary (FSRs are allowed to flex their schedule the next day when available); (2) may take holidays on the national holidays when the military of the Republic of Korea has day off, and (3) may take vacation in accordance with the Seller's policy.

A temporary qualified substitute FSR shall be on-site before the absence per the below:

1. The Radar FSR shall have a substitute for greater than 1 week of planned absences.

The Radar FSR shall work to mitigate impact of unplanned absences between 2 and 5 days, including on-call support with Baltimore.

**5. INTEGRITY**

Buyer has the right to restrict participation in programs as stipulated in Defense Acquisition Program Act (article 59, Enforcement Decree articles 70 & 58) in the event Seller violates the following:

- a. Promise or provision of payment or entertainment to the relevant public servants (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 result obtained during implementation of the contract.
- d. Taking money, wrongful action, or unfair measures against subcontractor(s) by abusing the position as the contractor in the course of signing a contract or implementing a program with a subcontractor.

## **6. DELIVERY TERMS**

Delivery terms stipulated in this contract shall be governed by Incoterms 2010 (Publication No. 715 of the International Chamber of Commerce).

## **7. PROPER CONTRACT PRICE**

- a. Seller shall assure (via signing this contract) 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.
- b. Seller shall guarantee that the total technical services price stated in this Contract does not exceed the Seller's regular price offered to international customers, adjusted for time period, quantity of aircraft, flight hours and terms of sale.

## **8. SPECIAL PROVISION FOR PROHIBITION OF ANY DIRECT OR INDIRECT SALE OF THE TECHNICAL SERVICE TO NORTH KOREA**

1. Any direct or indirect sale of the Technical Service to North Korea is prohibited. The Technical Service stated herein includes any related technical data and information.
2. Seller warrants that any service same as or similar to the Technical Service shall not be sold or transferred to North Korea, regardless of whether or not 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. Confiscate the whole amount of any Performance Bond,
  - b. Make a claim for recovery of all payments made to Seller, and
  - c. 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 Technical Service 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 the agent for the Seller is involved in this contract, these special provisions are binding upon such agent.