

**CUSTOMER CONTRACT REQUIREMENTS
AWACS MAINTENANCE
CUSTOMER CONTRACT LWBC080IBO**

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

LWBC080IBO AWACS MAINTENANCE .

1. SPECIAL AREAS

Except as otherwise provided in this BCI and in the US International Traffic in Arms Regulations (ITAR) and the Export Control Act (ECA) covering the import and export of goods and services, the Contractor shall not acquire for use in the performance of orders under this BCI any supplies and/or services originating from sources in countries which are subject to a formal trade embargo to be observed by NATO; known to disregard international trade conventions in respect of copyright; or under communist control, namely:

- China (PRC)
- Cuba
- Laos
- North Korea
- Vietnam

2. WARRANTY

The Contractor covenants and agrees that the work and equipment delivered under a Purchase Order shall be free from defects in material and workmanship at the time of delivery. The Contractor will, at its option, repair, correct or replace, at the FCA point of manufacture, any such work or equipment which proves to be defective, provided that the Contractor is given written notice by Boeing of any such defect no later than six (6) months after delivery. The Contractor may at its option, participate in the defect investigation of the

equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility.

Repair, correction or replacement in the manner provided above shall constitute fulfillment of all Contractor's obligations under this Clause. The warranty shall not apply (i) to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, (ii) to normal wear (which includes components with innate limited life), or (iii) to defects that are maintenance induced or caused by not complying with Contractor's installation (if the failed equipment or parts were not installed by the Contractor) and Contractor's service requirements.

This warranty shall apply to and include correction of Technical Data pertinent to defective work or equipment, but in no event to include computer software.

If the repair, correction or replacement of equipment is not within the scope of this Clause, then the Contractor shall require a separate purchase order from NAMSA.

The foregoing covenants are exclusive and are in lieu of any warranty of merchantability, fitness for particular purpose or other warranty of quality, whether express, statutory or implied. In no event shall the Contractor be liable to Purchaser for any indirect damages, which might also be identified as "special", "incidental" or "consequential" damages.

3. IMPORT AND EXPORT FORMALITIES

The Contractor shall be responsible for compliance with all applicable national import and export and customs regulations and formalities, including payment of fees incident thereto and the posting of a customs bond, if required; and further, including all required licenses, customs declarations and other documentation, concerning the entry to and the exit from the Contractor's facility, including delivery to final destination, of all items or material pertinent to the Contractor's performance under a Purchase Order under this BCI except as expressly provided otherwise in this order

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)).