

PURCHASE CARD FAR AND DFARS TERMS AND CONDITIONS

1. Formation of Contract. The terms and conditions contained herein related to Federal Acquisition Regulation (“FAR”) and Department of Defense FAR Supplement (“DFARS”) clauses shall apply to all purchases of Goods from The Boeing Company, including any parents, subsidiaries, or affiliates, (“Buyer”) from seller (“Seller”) using Buyer’s Purchase Card Program. This proposed contract is Buyer’s offer to purchase the goods or services (“Goods”) described in this offer. Acceptance is strictly limited to the terms and conditions in this offer. Unless specifically agreed to in writing by Buyer’s Authorized Procurement Representative, Buyer objects to, and is not bound by, any term or condition that differs from or adds to this offer. Seller’s acceptance of this contract through any means, including written, oral, or through performance, which shall include commencing with the sale, shipment, or delivery of Goods purchased by Buyer, shall conclusively evidence acceptance of the terms contained herein related to the applicability of FAR and DFARS clauses.

2. FAR/DFARS Clauses. For purchases made pursuant to this contract, Buyer is a prime contractor to the United States Government and Seller is a subcontractor to the United States Government for certain commercial Goods and transactions between the parties. Seller shall comply with all applicable statutes and United States Government rules, regulations, and orders, including all contract clauses under the FAR and DFARS applicable to the Goods and transactions. The contract clauses set forth below are incorporated by reference from the FAR and DFARS as if stated fully herein. Buyer shall notify Seller, including by amendment of this contract, of additional FAR and DFARS contract clauses or amendments, and revisions to existing contract clauses, which are adopted by the United States Government, and Seller agrees to comply with all applicable clauses in effect at the time of sale to Buyer. The clauses set forth below may or may not apply to specific Goods sold by Seller to Buyer or to specific transactions between the parties. Seller bears the sole responsibility of determining the applicability of specific FAR and DFARS clauses to specific Goods or transactions depending on the nature of the Goods or the circumstances of the transactions. Seller further bears sole responsibility for compliance with all applicable clauses. Where necessary to effectuate the applicable FAR and DFARS clauses set forth herein, the term “Government” in the clauses shall mean Buyer, the term “Contracting Officer” in the clauses shall mean Buyer’s Authorized Procurement Representative, and the term “Contractor” in the clauses shall mean Seller. The following FAR and DFARS clauses potentially are applicable to commercial Goods sold by Seller to Buyer or to transactions between the parties:

<u>Clause</u>	<u>Description</u>
FAR 52.244-6	Subcontracts for Commercial Items (DEC 2013).

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FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010). This clause applies to contracts funded in whole or in part with Recovery Act funds.
FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999).
FAR 52.222-26	Equal Opportunity (MAR 2007).
FAR 52.222-35	Equal Opportunity for Veterans (SEP 2010). This clause applies to contracts in excess of \$100,000.
FAR 52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010). This clause only applies to contracts in excess of \$15,000.
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010). Clause specifies applicability in paragraph (f).
FAR 52.222-50	Combating Trafficking in Persons (FEB 2009).
FAR 52.245-1	Government Property (APR 2012). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean Government or the Buyer.
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). Clause specifies applicability.
DFARS 252.244-7000	Subcontracts for Commercial Items (DoD Contracts) (JUN 2013).
DFARS 252.223-7008	Prohibition of Hexavalent Chromium (JUN 2013)
DFARS 252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2013). Paragraph (d) is omitted.
DFARS 252.225-7039	RESERVED.
DFARS 252.227-7015	Technical Data—Commercial Items (FEB 2014).

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- DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013).
- DFARS 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (JUN 2013). This clause applies to all transactions that involve the acquisition of steel as a construction material.
- DFARS 252.246-7003 Notification of Potential Safety Issues (JUN 2013). This clause applies only if the transaction is for (1) parts identified as critical safety items; (2) systems and subsystems, assemblies, and subassemblies integral to a system; or (3) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.
- DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (MAY 2014). This clause applies if this contract includes the delivery of electronic parts or assemblies containing electronic parts.
- DFARS 252.247-7023 Transportation of Supplies by Sea (JUN 2013). This clause applies only if the supplies are of a type described in paragraph (b)(2) of the referenced clause. If the transaction is at or below \$150,000, paragraphs (f) and (g) are excluded.
- DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

3. Governing Law. This contract and any disputes arising out of, or relating to, this contract shall be governed by the laws of the State of Delaware without regard to the conflict of law rules thereof, provided that contract provisions that have been incorporated directly from or by express reference to the FAR or FAR supplements, including the DFARS, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal

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judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government. This contract excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

4. Relationship of the parties. The parties are conducting transactions arising out of this contract solely as independent contractors, and do not intend to create any other relationship between them.

5. Waiver. The failure of either party to enforce at any time any of the provisions of this contract shall not be construed to be a continuing waiver of any provisions hereunder, nor shall any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

6. Entire Agreement. This contract contains the entire agreement of the parties regarding the applicability of FAR and DFARS clauses to the Goods and transactions and supersedes any and all prior agreements, understandings and communications between them related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and agreed to by the parties.