

IDS Terms and Conditions Guide
Section H

Clause Number: H604V
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USER CALL PURCHASE CONTRACT (Variable)

1. Technical Direction

Seller's performance under this purchase contract shall be subject to technical direction by the individual(s) designated below. As used herein, "technical direction" is limited to information provided to the seller which clarifies, details, or otherwise completes the general description of tasks described in the contract. This direction may not be of such a nature as to change the price/pricing method, period of performance or any other provision of this purchase contract; only the buyer's Supplier Management & Procurement representative has authority to make contractual modifications or commitments. If no technical director is noted below, this paragraph does not apply to this contract.

Technical Director:

2. Quick Response Capability

This purchase contract is established to provide quick response capability in support of Boeing Huntsville work efforts, so that Seller is in a position to furnish/perform if and when requested by an authorized caller. Performance shall be in strict compliance with this purchase contract, including all General and Special Provisions as set forth in this contract.

3. Acceptable Items

The only items acceptable for order and delivery under this user call purchase contract are Seller's standard off-the-shelf products. No alterations of standard products nor products customized for Buyer are acceptable.

4. Call Order Placement

Placement of a call order must be in advance of any shipment. Placement of order must be made by Buyer's authorized procurement agent(s) or any of the following Buyer personnel who have been authorized to call in orders. If no authorized personnel are noted below, only a Buyer's authorized procurement agent(s) may place a call order under this contract.

Any order placed by any other person, except as set forth in this paragraph 4, will be at the risk of the Seller. Invoices for unauthorized orders will be disallowed.

Buyer's personnel authorized to call in orders:

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5. Authorized Receivers

The receiver of any specific order cannot be the same person who called in the order. If no authorized receivers are noted below, this paragraph does not apply to this contract.

Authorized Receivers are:

6. Seller Packing Slip

Seller will provide a packing slip with each purchase/release listing the date of the transaction, quantities shipped or picked up, and a complete description of purchased items. If items are picked up by Buyer's personnel, the packing list will contain the signature of the individual who picked up the items.

7. Buyer Obligation

Buyer is obligated only to the extent of authorized call orders actually placed. Further, this purchase contract does not obligate Buyer to exclusive use of any particular commodity. The need for specific products and specific quantities is not known. No guarantee is expressed as to the quantities or dollar values anticipated from the use of this contract and if no call orders are issued for a product, that fact shall not constitute the basis for an equitable price adjustment, claim or damages of any kind whatsoever.

Invoiced items shall not have a unit value greater than \$5,000 or a total line item value (unit value x quantity) greater than \$10,000.

Note: required unit quantities shall not be split in order to satisfy the line value limitations.