



Boeing Commercial Airplanes (BCA) Terms and Conditions

4XXX -- MATERIAL/DATA

NEW NO.	OLD NO.	REV NO.	CLAUSE TITLE/TEXT
40XX			RAW MATERIAL
			RESERVED
41XX			FURNISHED MATERIAL
4101	828	072110	BOEING FURNISHED MATERIAL (PER APO)
			Boeing shall furnish material per Automated Planning Order (APO), which is incorporated herein by reference and attached hereto. Seller to manufacture per blueprint and APO.
4102	831	072110	BOEING FURNISHED MATERIAL (PER F.O.)
			Boeing shall furnish material per Master Planning Copy (MPC) Fabrication Outline (F.O.), which is incorporated herein by reference and attached hereto. Seller to manufacture/process/rework per blueprint and F.O.
4103	886	072110	BOEING FURNISHED MATERIAL ACCOUNTABILITY (FOR NON-SOURCED SELLERS)
			<p>Seller accountability of all Boeing furnished material (including any Boeing authorized scrap allowance material) issued against this purchase order is mandatory. Accountability of all Boeing furnished material must be in the form of:</p> <ol style="list-style-type: none"> 1. Finished parts (acceptable type) <p>In addition to the purchase order quantity, Seller is hereby authorized to ship additional, acceptable parts, fabricated from authorized Boeing furnished material scrap allowance; and/or,</p> <ol style="list-style-type: none"> 2. Unused material and details of an assembly Unused authorized Boeing furnished material scrap allowance and/or completed (acceptable) details of an assembly which were realized from Boeing furnished scrap allowance material. <p>Contact the Boeing Purchasing Representative for instructions relating to the disposition of parts and material that fall in these categories; and/or,</p> <ol style="list-style-type: none"> 3. Scrapped material/parts <p>Accountability of all parts/material scrapped is mandatory. Accordingly, all parts (materials determined by your Quality Control organization and/or Boeing Source Inspection and/or Engineering to be unusable) must be scrapped in one of the following manners:</p> <ol style="list-style-type: none"> a. Mutilating the part(s) or material(s) to such an extent that it could not possibly be used for its original intended purpose.

			<p>b. Cutting the part(s) or material(s) in two (2) or more segments.</p> <p>c. Any other method that effectively destroys the part(s) or material(s).</p> <p>Relief from accountability will be honored only if a Vendor Information Request (VIR) or scrap tag (Seller or Boeing) with the scrap disposition annotated on the document by duly authorized personnel and a Seller's Certification of Scrap and Disposal, Form DAC 26-798, is executed by an officer of your company, and forwarded to the Boeing Purchasing Representative indicated on the Purchase Order/Contract. Failure to strictly adhere to the requirements of this Clause may result in the loss of your Boeing Seller approval.</p>
4104	940**	072110	BOEING FURNISHED SUBSTITUTE MATERIAL (PER BLUEPRINT)
			Boeing to furnish substitute material per blueprint.
4110	829	072110	BOEING AND SELLER TO FURNISH MATERIAL
			Boeing and Seller to furnish material per blueprint. Seller to manufacture per blueprint.
4120	830	072110	SELLER TO FURNISH MATERIAL
			Seller to furnish and manufacture material per blueprint.
4121	832		SELLER FURNISHED MATERIAL
			Seller to furnish all material and to fabricate per blueprint.
4122	860		AUTHORIZATION FOR PROCUREMENT OF MATERIAL AND FABRICATION
			Seller is authorized to procure all Seller furnished material on receipt of this Purchase Order/Contract. However, Seller shall not commence fabrication effort in advance of the reasonable lead time required to accomplish delivery in accordance with schedule unless Seller obtains the prior written consent of Boeing's Purchasing Representative.
4130	884		LOSS ALLOWANCE
			If Seller requests additional Boeing furnished material for a scrap allowance, in lieu of furnishing such scrap allowance, Boeing will not debit Seller for authorized scrappage of an amount of material which does not exceed the requested allowance. Accountability for such scrappage is required in the form of a scrap tag (Boeing or Seller) verified by Boeing Source Inspection and furnished to the Boeing Purchasing Representative.
4131	885	072110	BOEING FURNISHED MATERIAL SCRAP ALLOWANCE
			<p>Seller accountability for Boeing furnished material scrap allowance issued against this Purchase Order/Contract is required either by finished parts (accepted by Boeing Source Inspection) and/or a Scrap Tag (Boeing or Seller) verified by Boeing Source Inspection. Parts fabricated in excess of this Purchase Order/Contract quantity (from authorized material scrap allowance) are to be presented to Boeing Source Inspection for acceptance along with the Purchase Order/Contract quantity.</p> <p>Authority to ship parts (Boeing Source Inspection accepted) in excess of Purchase Order quantity, requires the Boeing Purchasing Representative's authorization prior to shipping.</p>
4132	152		SCRAP ALLOWANCE
			The price per unit includes a reasonable allowance for labor costs incurred as

			a result of scrap generated from the material furnished by Boeing.
4140	941**	072110	Deleted
42XX			SURPLUS MATERIAL
4201	159		SURPLUS MATERIAL
			This material is subject to special inspection in Boeing Receiving department. Appearance and quality must equal that of newly manufactured material.
43XX			REWORKED MATERIAL
			RESERVED
44XX			HAZARDOUS MATERIAL
4401	149		HAZARDOUS MATERIALS
			Packaging, identification, shipping and distribution of this material must be in compliance with all applicable State, Federal, ICC, and Boeing-imposed regulations and requirements. Material Safety Data Sheet (MSDS) and precautionary labeling requirements of 29 CFR 1910.1200, Hazard Communication Program, must be complied with.
4402	150**	072110	CHEMICAL SUBSTANCE REPORTING
			<p>Prior to shipment of chemical substances under this Purchase Order/Contract, Seller shall provide a copy of the Material Safety Data Sheet (MSDS) for each such substance to msds@boeing.com indicating origin of shipment in the notification.</p> <p>A "chemical substance" (including mixtures, solids, liquids, cryogenic liquids, gases, etc.) is any chemical or mixture which (a) is defined as a hazardous chemical by OSHA, DOT, EPA, ICAO, or any other federal, state, or local environmental or health agency, or (b) in the course of normal operations or foreseeable emergencies may produce dust, gases, vapors, mists, fumes or smoke.</p> <p>Each MSDS shall contain or have attached thereto all of the following information:</p> <ol style="list-style-type: none"> 1. The data described in 29 CFR Part 1910.1200(g). 2. The Chemical Abstract Service (CAS) number (if available) of the chemical substance and/or each component constituent of a mixture. 3. A statement whether or not the chemical substance or constituent thereof is: <ol style="list-style-type: none"> a. Listed on the TSCA Chemical Inventory. b. Listed on TSCA 12(b) Export Notification List. c. Subject to a Significant New Use Rule (40 CFR 721, sub. B). 4. Volatile Organic Compound (VOC) content and vapor pressure information, as required by applicable EPA, SCAQMD, and other air agency rules and regulations. 5. Identification of any EPA-SARA constituents. <p>All inside and outside shipping containers shall comply in all respects with 49 CFR Parts 100-199. All such containers shall utilize HM 181 Final Rule, Performance Oriented Packaging Requirements.</p>

(END OF CLAUSE)

4405	151**	S.C.A.Q.M.D. RULES AND REGULATIONS
		<p>1. Seller represents and warrants that all work to be performed by Seller under this Purchase Order/Contract (PO/Contract) shall be conducted in full compliance with all Federal, State and local statutes, ordinances and regulations relating to protection of public health and safety of the environment.</p> <p>2. Seller understands and agrees that if performance of the services under this PO/Contract requires the application of coatings or solvents which do not comply with emission limitations under South Coast Air Quality Management District (SCAQMD) Rules 1107 and 1124, Seller will perform the services hereunder pursuant to an Alternate Emission Control Plan (AECF).</p> <p>3. Seller further represents and warrants that it will obtain the approval of the AECF by the executive officer of the SCAQMD prior to the time that performance of services under this PO/Contract commences including submitting a copy of the approved AECF to the Boeing Purchasing Representative. Seller agrees that it shall be solely responsible for developing, obtaining approval of and maintaining compliance with the AECF.</p> <p>4. Seller agrees to indemnify, save harmless and defend Boeing, its directors, officers, employees, agents, successors, and assigns, from and against any and all liabilities, claims, suits, losses, damages, fines, penalties, forfeitures, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which it or they may hereafter incur, become responsible for or pay out as a result of or arising out of the breach by Seller or Seller's failure to perform any of the representations, warranties and agreements set forth in this contract condition. Seller agrees that it will promptly notify the Boeing Purchasing Representative of any alleged or anticipated noncompliance with SCAQMD Rules 1107 or 1124 relating to or which may affect the performance under this PO/Contract.</p>
4410	155**	ENVIRONMENTAL PROTECTION -- HAZARDOUS WASTE DISPOSAL
		<p>1. Seller will be responsible for performing any and all work under this Purchase Order/Contract (PO/Contract) in full compliance with all applicable federal, state, and local environmental laws and regulations.</p> <p>2. Seller will take all necessary precautions to prevent and mitigate discharges, spills or releases of hazardous substances or materials while performing work under this PO/Contract. Any known or suspected discharge, spill, or release will be immediately reported to the Boeing Purchasing Representative by Seller.</p> <p>3. Seller will promptly, and at its own expense, undertake and complete all corrective and remedial actions as may be reasonably necessary to remedy any existing or threatened discharges, spills, or releases of hazardous substances or materials caused, directly or indirectly, by Seller or its subcontractor(s). Prior to initiating any corrective or remedial action, Seller will submit to the Boeing Purchasing Representative for approval a written plan specifically outlining its proposed actions. If obtaining Boeing approval would substantially impede necessary mitigating or emergency measures, Seller will initiate these measures immediately and subsequently provide the Boeing Purchasing Representative a written report of actions taken.</p> <p>4. Seller will handle, store, transport, and dispose of all hazardous waste generated by Seller's (or Seller's subcontractor(s)) activities in accordance with all applicable laws and regulations, including but not limited to, the California Hazardous Waste Control Law, Health and Safety Code Sections 25100, et</p>

			<p>seq., and the federal Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sections 6901, et seq. Prior to transporting any hazardous waste off Boeing's premises, Seller will submit to the Boeing Purchasing Representative, for review and approval, completed hazardous waste manifests and any other documents deemed necessary by the Boeing Purchasing Representative to evidence compliance with the terms and conditions of this PO/Contract and applicable laws and regulations. No hazardous substance or hazardous waste resulting from Seller's (or Seller's subcontractor(s)) activities will be left at Boeing's premises after completion of work under the PO/Contract, except as may be specifically provided for by this PO/Contract.</p>
			<p>5. Seller shall have title to all hazardous waste generated by Seller's (or Seller's subcontractor(s)) activities in the performance of work under this PO/Contract and must use its own EPA ID number for waste disposal purposes. In the event Seller does not dispose of hazardous waste generated by Seller (or its subcontractor(s)), pursuant to the requirements of this PO/Contract, Boeing will dispose of Seller generated hazardous waste at Seller's expense. Boeing reserves the right to either withhold payment from any balance owed to Seller or submit a separate invoice to Seller for the cost(s) incurred to dispose of Seller generated hazardous waste.</p> <p>6. Seller will obtain written approval from the Boeing Purchasing Representative prior to any storage of hazardous waste at Boeing's premises.</p> <p>7. Seller shall release, indemnify and hold Boeing, its directors, officers, agents, and employees harmless from all claims, actions, damages, liabilities and expenses, including counsel fees and expenses, as a result of (i) injury to or death of any person; (ii) loss of or damage to property of any person; (iii) contamination of or adverse effect on the environment or natural resources, or (iv) any violation of any governmental laws, regulations, permits, or orders caused in whole or in part by the acts or omissions of Seller, Seller's subcontractor(s), or anyone directly or indirectly employed by them, arising out of or in any way connected with the performance or breach of this PO/Contract. This indemnification of Boeing by Seller shall survive the termination of this PO/Contract.</p> <p>8. Any violation of this clause may be grounds for termination of this PO/Contract by Boeing.</p>
(END)			
45XX			MISCELLANEOUS MATERIAL
4501	855		FINISH MATERIAL
			The quantities ordered herein are subject to Interiors Engineering approval in Boeing Receiving Inspection.
4510	942**	072110	Boeing FURNISHED COMMERCIAL MATERIAL IN SELLER'S POSSESSION
			Seller shall maintain a monthly inventory of all Boeing-Furnished commercial material in Seller's possession. Seller shall furnish to Boeing on or before 15 January of each year an itemized report showing inventory as of the end of each month by part number, description, unit of measure and quantity in inventory for the prior twelve (12) month period.
4511	943**	072110	Boeing FURNISHED COMMERCIAL MATERIAL IN SELLER'S POSSESSION
			Seller shall maintain an inventory of all Boeing-Furnished commercial material in Seller's possession. Seller shall furnish to Boeing a listing of all Boeing-Furnished commercial inventory in Seller's possession as of 31 December of each year. This listing shall depict part number, description, unit of measure

			and quantity in inventory as of 31 December. This information is required by 15 January of each year.
4520	833	072110	Deleted
4530	163		OVERSIZE FORGING
			Seller will forge oversize to clean up to specified size.
4531	501		FORGING DIE RIGHTS
			<p>The rights to forging dies required for performance of this Purchase Order/Contract shall be vested jointly in Boeing and Seller. Boeing shall have the right to order forgings made on such dies without incurring duplicate die service charges. Seller agrees to incorporate the provisions hereof concerning Boeing's die rights in its Purchase Orders placed with forging suppliers and to furnish Boeing copies of such executed Purchase Orders within ninety (90) days after placement.</p> <p>In the event this order is placed under a Government Contract and the full cost of the die is charged thereto, Boeing may exercise the foregoing right on behalf of the Government.</p>
46XX			DATA
			RESERVED
4601			RESERVED
47XX			IMPORTATION OF MATERIAL
4701	944**		EXPORT TAXES AND CUSTOMS DUTIES
			<p>Seller shall be responsible for and pay any and all taxes, duties, Governmental fees, and other like charges in connection with the manufacturing, sale and exporting of the supplies ordered hereunder from its country to the United States of America. Boeing shall, as the importer of record, be responsible for and pay any and all duties, brokerage fees and other like charges in connection with importing the supplies into the United States and such charges to be paid by Boeing shall not be included in Seller's prices.</p> <p>Seller shall, as requested by Boeing, furnish any documentation and establish any administrative controls or invoicing procedures which may be required to properly and economically import and export the supplies and to obtain any refund of monies paid in connection therewith.</p>
4710	945**		SUBCONTRACTING TO A FOREIGN SELLER
			<p>Boeing's approval of Seller's request for approval to subcontract to a foreign third party a portion of the goods ordered hereunder is contingent upon the following:</p> <ol style="list-style-type: none"> 1. Seller must have on file a "rate of drawback" request with the United States Bureau of Customs (a copy of which will be furnished to Boeing) and shall pay all United States Custom Duties, using the "drawback" method, on all supplies which will be used on aircraft to be exported from the United States by Boeing or an Boeing customer; 2. Seller will maintain and furnish Boeing with records of all such imports incorporated into the supplies ordered hereunder; and

		<p>3. Boeing will file for drawback, using Seller's record of imports, upon exportation of the aircraft and retain the refund as a price reduction of the supplies ordered hereunder.</p>
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		<p>In addition to furnishing the documentation specified above, Seller shall, as requested by Boeing, furnish any other documentation and establish any administrative controls or invoicing procedures which may be required to properly and economically import and to allow Boeing to export any aircraft utilizing the supplies furnished hereunder and to obtain the refund of monies paid in connection therewith. Seller shall also be responsible for assuring that its subcontractors furnish any documentation which may be required to carry out the intent of this Clause.</p>
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(END OF CLAUSE)		
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*New Clause, no corresponding Clause number assigned under "old" scheme.

**New Clause, "old" number assigned for Boeing internal use only.

***Clause not published in 1/87 edition of DAC 26-730, but was applied as a full text attachment to purchase orders.

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