



Boeing Commercial Airplanes (BCA) Terms and Conditions

7XXX - PRODUCT SUPPORT

NEW NO.	OLD NO.	REV NO.	CLAUSE TITLE/TEXT
70XX		072110	ILS - C-17 REQUIREMENTS
			Deleted
71XX		072110	ILS - T-45 REQUIREMENTS
			Deleted
72XX		072110	ILS - OTHER GOVERNMENT REQUIREMENTS
			Deleted
73XX		072110	ILS - C-17 WARRANTIES
			Deleted
7301			RESERVED
7302			RESERVED
7303			RESERVED
7304			RESERVED
7310			RESERVED
7311			RESERVED
74XX		072110	ILS - T-45 WARRANTIES
			Deleted
75XX		072110	ILS - OTHER GOVERNMENT WARRANTIES
			Deleted
76XX		072110	ILS - MISCELLANEOUS CLAUSES
			Deleted
77XX		072110	PRODUCT SUPPORT (COMMERCIAL) - REQUIREMENTS
			Deleted
78XX			PRODUCT SUPPORT (COMMERCIAL) - WARRANTIES
7801	290		WARRANTY
			1. Seller warrants to Boeing and its customers and to the operators and lessees of Boeing's aircraft that all products delivered hereunder, or

purchased under separate order as a spare part by Boeing's customers shall:

a. Conform to the applicable specifications or drawings incorporated or referenced herein;

b. Be free from defects in material and workmanship;

c. Be free from defects inherent in design except to the extent such design was furnished by Boeing, including defects arising from the selection by Seller of materials, in view of the state of the art as of the date of such design or the date of this contract, whichever is later; and,

d. Be merchantable and fit for the purposes intended. Purposes intended include, but are not limited to complete and immediate satisfactory service and proper functioning when installed in the aircraft.

2. The Warranties provided under this Clause shall be applicable to those defects or failures becoming apparent at any time before delivery of the aircraft by Boeing on which the products furnished hereunder are installed or within:

a. As to defects described in Paragraph 1.a and 1.b, thirty-six (36) months after delivery of each aircraft or product by Boeing or to Boeing's customers provided; however, in case of any defects in material and workmanship in any products furnished hereunder which has not been inspected by the operator during its established maintenance program prior to the expiration of the thirty-six (36) months, such defect must have become apparent within one (1) month after completion of the first applicable FAA approved inspection thereafter.

b. As to defects described in Paragraph 1.c. and 1.d. eighteen (18) months after delivery of each aircraft or product to Boeing's customers.

c. Seller shall be notified of such defect or failure within ninety (90) days after its discovery by Boeing or Boeing's customer. Where any defect or failure covered by this Warranty which is made known to Seller with respect to any failure shall be deemed to have become apparent with respect to all other products.

3. Seller shall, as to defects arising from failure to conform to the specifications, or as to defects in material or workmanship, repair such defects in the product or replace it with a similar product free from defects. With respect to such defects in design or as to failure or unsuitability for intended purposes, Seller shall correct such defects, failure or unsuitability of the product or replace it with a product free from any defect, failure or unsuitability. The foregoing repairs, replacements, and corrections shall be accomplished on a no-charge basis to Boeing or Boeing's customers. Whenever the product contains a defect, failure or unsuitability for which the Seller is liable under Seller's Warranty and such product has been corrected, repaired or replaced pursuant to this agreement (to the extent that the defect, failure or fault is not attributable to a defective correction, repair or replacement by Boeing or its customer), the period of Seller's Warranty with respect to repair, replacement or redesign, whichever may be the case, shall be the applicable period set forth in Paragraph 2. above computed as of the date of the correction, repair or replacement. The Seller further agrees to provide pools of rotatable items at no charge when required to support Boeing or its customers for the corrections, repairs or replacement of the product for which Seller is liable under the terms and conditions of this Warranty.

			<p>4. Seller shall make all of the foregoing repairs, replacements and corrections with reasonable care and dispatch in order that the aircraft involved may not be kept out of service longer than necessary, and shall, in addition thereto, promptly pay or credit Boeing or Boeing's customers account for costs billed to Seller which are incurred in connection with:</p> <p>a. Removal from the aircraft of the product that is to be repaired, replaced or corrected hereunder (including removal of any and all assemblies necessary to remove the product from the aircraft).</p> <p>b. The reinstallation of the product free from any such defects, failure or unsuitability (including reinstallation of the assemblies as aforesaid).</p> <p>5. All transportation costs for products subject to correction pursuant to the terms and conditions of this Warranty, shall be at Seller's expense.</p> <p>6. Wherever in the opinion of Boeing or its customer, the return for repair to Seller's plant of a Warranty product is not feasible, the Seller shall at the election of Boeing or Boeing's customers either:</p> <p>a. Promptly dispatch a field modification group to effect such repair, in which case all costs incurred, including those related directly to such repairs (including, but not limited to removal and installation costs) shall be borne by the Seller.</p> <p>b. Authorize Boeing or Boeing's customer or lessee to effect repair, replacement or correction of the product in which case all costs incurred relating directly to such repairs (including, but not limited to removal and installation costs) shall be borne by the Seller. In this case the Seller shall promptly reimburse or credit the account of Boeing or Boeing's customer an amount equal to the actual cost of material and repair man-hours required to effect repair.</p> <p>7. When the return for repair to Seller's plant of a Warranty product is not feasible, Seller shall, within seventy-two (72) hours following notification of a defect, accompanied by Boeing or its customers request that it be permitted in such instance to make repair, replacement or correction, notify Boeing or its customers of approval or disapproval of such request. Failing such timely notice by Seller, approval of such request shall be deemed to have been given by Seller.</p> <p>8. This Warranty is in lieu of and replaces Paragraphs (a) and (b) of Article 4 "Warranty" as set forth in Form DAC 26-685 General Terms and Conditions - DAR, or Form DAC 26-800, General Terms and Conditions - Commercial/FAR.</p>
7802	291		WARRANTY (NEGOTIATED)
			See the Purchase Order/Contract for the identification of the applicable Warranty requirements, which are incorporated herein by reference and attached hereto.
7810	718**	072110	GROUND SUPPORT EQUIPMENT WARRANTY FOR COMMERCIAL TYPE CERTIFICATED AIRCRAFT
			<p>1. The Seller warrants to Boeing and the operators of Boeing's aircraft, that all products delivered hereunder shall:</p> <p>a. Conform to the applicable specifications or drawings incorporated by reference herein;</p> <p>b. Be free from defects in material and workmanship;</p>

c. Be free from defects inherent in design, except to the extent such design was furnished by Boeing, including defects arising from the selection by Seller of materials, in view of the state of the art as of the date of such design or the date of this agreement, whichever is later; and

d. Be merchantable and fit for the purposes intended. Purposes intended includes, but are not limited to, complete and immediate satisfactory service and proper functioning.

2. The Warranties provided herein shall be applicable to defects or failures becoming apparent at any time, or within:

a. As to defects described in Subparagraphs 1.a. through 1.d., thirty-six (36) months after delivery of each product to Boeing's customer; and

b. Seller shall be notified of the defect or failure within ninety (90) days after its discovery by Boeing or operators of Boeing's aircraft. Where any defect or failure covered by this Warranty which is made known to Seller with respect to any one product, and is of such a nature that it can be expected to exist in other products, than the defect or failure shall be deemed to have become apparent with respect to all other products.

3. As to defects arising from failure to conform to the specifications or defects in material or workmanship, Seller shall repair the item or replace it with a product free from defects. With respect to defects in design or as to failure or unsuitability for intended purposes, Seller shall correct such defects, failure or unsuitability.

4. The foregoing repairs, replacements or corrections shall be accomplished on a no-charge basis to Boeing or the operator of Boeing's aircraft. Whenever the product contains a defect, failure or unsuitability for which the Seller is liable under Seller's Warranty and such product has been corrected, repaired or replaced pursuant to this agreement (to the extent that the defect, failure, or fault is not attributable to a defective correction, repair or replacement by Boeing or the operator of Boeing's aircraft), the period of Seller's Warranty with respect to such correction, repair, replacement or redesign, whichever may be the case, shall be the applicable period set forth in Paragraph 2. above computed as of the date of the correction, repair or replacement. Should a pool of rotatable items be required to support Boeing or the operator of Boeing's aircraft, for the corrections, repairs or replacement of a product for which Seller is liable under the terms and conditions of this Warranty, Seller shall promptly provides such items at no charge.

5. If Seller receives a request from Boeing or the operator of Boeing's aircraft to perform a routine correction, repair or maintenance of a product, Seller shall perform any required work within a period of ten (10) working days or less from the receipt of product and authority to proceed.

6. In the event Seller is unable to meet the ten (10) working day repair time, Seller shall, at Seller's choice, take one of the following actions:

a. Expedite the repair to meet the requirements of Boeing or the operator of Boeing's aircraft at no additional charge, or;

b. Provide, at no charge, a loan or leased product as a replacement until the repair of the unserviceable product is complete, or;

c. Provide, at no charge, a serviceable exchange product for the product being repaired.

		<p>7. If the time for Seller to repair a product exceeds ten (10) working days as the direct result of any act or omission of Boeing or the operator of Boeing's aircraft, the provisions of Paragraph 6. above, shall not apply.</p> <p>8. All transportation costs for products subject to correction and pursuant to the terms and conditions of this Warranty, shall be at Seller's expense.</p> <p>9. Wherever, in the opinion of Boeing or the operator of Boeing's aircraft and the Seller, the return for repair to Seller's plant of a Warranty product is not feasible, the Seller shall, at the election of Boeing or the operator of Boeing's aircraft, either:</p> <p>a. Promptly dispatch a field modification group to effect such repair in which case all costs incurred, including those related directly to such repair, shall be borne by Seller, or</p> <p>b. Authorize Boeing or the operator of Boeing's aircraft to effect repair, replacement or correction of the product, in which case all costs incurred relating directly to such repairs shall be borne by Seller. In this case, the Seller shall promptly reimburse or credit the account of Boeing or the operator of Boeing's aircraft the actual cost of material and repair man-hours required to effect repair.</p> <p>10. When the return for repair to Seller's plant of a Warranty product is not feasible, Seller shall, within seventy-two (72), hours following notification of a defect, accompanied by the request of Boeing or the operator of Boeing's aircraft that it be permitted in such instance to make repair, replacement, or correction, notify Boeing or the operator of Boeing's aircraft of approval or disapproval of such request. Failing such timely notice by Seller, approval of such request shall be deemed to have been given by Seller.</p> <p>11. This Warranty is in lieu of and replaces Paragraphs (a) and (b) of Article 4 "Warranty" as set forth in Form DAC 26-685, General Terms and Conditions - DAR, or Form DAC 26-800, General Terms and Conditions - Commercial/FAR.</p>
7811	719**	GROUND SUPPORT EQUIPMENT WARRANTY FOR COMMERCIAL TYPE CERTIFICATED AIRCRAFT (NEGOTIATED)
		See the Purchase Order/Contract for the identification of the applicable Warranty requirements, which are incorporated herein by reference and attached hereto.
79XX		MISCELLANEOUS PRODUCT SUPPORT (COMMON) CLAUSES
7901	908	WARRANTY - PURCHASED PARTS
		<p>1. Seller warrants that all goods and services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications and drawings made a part of this contract), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by Boeing, free from defect in design. Boeing's approval of designs or specifications furnished by Seller shall not relieve Seller of its obligations under this Warranty.</p> <p>2. In addition to its other remedies, Boeing may, at Seller's expense, require prompt correction or replacement of any goods and services failing to meet Seller's warranties herein. goods and services corrected or replaced by Seller shall be subject to all of the provisions of this contract and to the extent as goods and services originally furnished hereunder.</p>

			<p>3. All warranties, including special warranties specified elsewhere herein, shall run to Boeing, its successors, assigns, customers and users of its products. The warranties shall be applicable for twelve months after delivery of the goods to Boeing's customer.</p> <p>4. This Warranty is in lieu of and replaces Article 4, Warranty, as set forth in the General Terms and Conditions referenced on the PO/Contract.</p>
7902	915**		WARRANTY - PURCHASED PARTS (NEGOTIATED)
			See the Purchase Order/Contract for the identification of the applicable Warranty requirements which are incorporated herein by reference and attached hereto.
7910	911**	072110	Deleted

* 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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