

SP SECTION 5000 - BOEING-MESA FURNISHED ITEMS

SP 5001 (02/01)

SUBJECT: Boeing-Mesa furnishes items.

SPECIAL PROVISION TEXT:

1. All designs, tools, patterns, drawings, specifications, and any other information, materials for equipment, etc., furnished by Boeing-Mesa to Seller for use in the manufacture of the items shall remain Boeing-Mesa-Boeing-Mesa's property. Seller shall be fully responsible for all property upon delivery to Seller until redelivery thereof to Boeing-Mesa, and shall promptly, upon completion of the work, deliver all such property and productions therefrom to Boeing-Mesa, or if Boeing-Mesa demands delivery of same prior to completion of the work, Seller shall deliver such property and productions to Boeing-Mesa in accordance with the terms of said demand.

Notwithstanding the foregoing, Seller may produce articles or materials for direct sale to the U.S. Government where the U.S. Government has the right to use the equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Boeing-Mesa which are required to produce such articles or materials.

2. Seller agrees that the drawings, special tooling and technical data furnished by Buyer is proprietary to McDonnell Douglas Helicopter Systems for its exclusive use. Seller further agrees that production, overhaul or sale of material using these proprietary drawings, data or tooling for or to anyone other than Boeing-Mesa is expressly forbidden without prior written consent of the Boeing-Mesa Buyer.
3. If a Government prime contract number is referenced on the face of this Purchase Order and in the event the Seller receives a request for information or solicitation for an offer from the U.S. Government which would require the use of the drawings, special tooling or technical data contained in item 2, above, for sales to the U.S. Government, Seller shall immediately notify Boeing-Mesa. Boeing-Mesa shall advise Seller whether the request for information or solicitation calls for items or concerns a subject in which Boeing-Mesa claims proprietary rights.

Seller may use the drawings, data and/or tooling to the extent that the U.S. Government claims "unlimited" or "Government purpose" rights under any prime contract for the purposes of responding to requests for information or sales directly to the U.S. Government, unless Seller is notified by Boeing-Mesa that it disputes a Government claim to such "unlimited" or "Government purpose" rights.

SP 5003 (02/01)

SUBJECT: Consignment of raw material to subcontractors. Boeing-Mesa Furnished items.

SPECIAL PROVISION TEXT:

Material as listed below, or engineering authorized substitutions, shall be furnished by Boeing-Mesa, FOB Seller's plant, in random lengths or incremental sizes and in the optimum size as planned by Boeing-Mesa, and in quantities including the scrap factors as specified in Seller's quote and constituting a part of its competitive bid. Seller is invited to review this material size in the light of machining methods to be employed and to propose any changes which would reduce offal, increase finished part yield and/or otherwise facilitate the machining process. All materials not shown shall be furnished by Seller. Seller shall be responsible for bailed materials and shall store such materials in corrosion protective facilities at no cost to Boeing-Mesa. Boeing-Mesa may inspect such facilities and bailed materials at all reasonable times. Seller shall forward a flash copy of a Product Assurance Record (PAR) within ten (10) days of the date that any part is considered not acceptable, suspect scrap, for production. Bailed materials unaccounted for by Seller and spoilage in excess of Seller's bid factor shall be bought from Boeing-Mesa at Boeing-Mesa-Boeing-Mesa's actual replacement cost. Disposition of unused material, by piece and size, must be obtained from Boeing-Mesa upon job completion. Seller shall complete Boeing-Mesa furnished inventory

forms on specified dates or upon request. Boeing-Mesa furnished materials by item and inventory due dates are: _____.