

SP SECTION 9800 - CORPORATE CONTRACTS AND AGREEMENTS

SP 9804 (02/01)

SUBJECT: Corporate Agreement Terms and Conditions. Corporate Contract.

SPECIAL PROVISION TEXT:

Corporate Agreement (CA) number _____ and its contractual requirements are incorporated by reference into this Purchase Order and take precedence of the other Terms and Conditions contained herein, when they are in conflict.

SP 9805 (02/01)

SUBJECT: Corporate Agreements. Corporate Contract.

SPECIAL PROVISION TEXT:

Seller agrees that any company, division or facility of The Boeing company, not specifically included herein, may at the election of such company, division or facility, purchase items under or otherwise participate in this Purchase Agreement during the term hereof or any extension thereof, under the same terms and conditions and at the prices specified herein. Individual Purchase Orders will be issued with reference to this Purchase Agreement by number and will outline individual requirements, delivery destination, invoice address, tax information and other pertinent data.

PARTICIPATION

1. SELLER agrees that during the term hereof (including any option period) any other Boeing Component, division, affiliate or MDC majority-owned or controlled entity not specifically identified herein may participate in this Agreement by issuing a purchase order, work order or other authorized release document to SELLER. SELLER shall notify the Boeing Purchasing Representative of any Boeing Components not specifically referenced herein who frequently utilize this Agreement. The Boeing Purchasing Representative will immediately request a forecast and appropriate funding from the participating Component and shall amend this Agreement accordingly.

JUST-IN-TIME (JIT)/NONJIT PROGRAM

- A. Some Boeing Components identified herein may not be ready to participate in a JIT program with SELLER. Said Boeing Components shall be identified as non-JIT participants. SELLER agrees to assist non-JIT participants in the establishment of a JIT process when requested to do so. In the event that SELLER receives a request from a non-JIT participant to establish a JIT process for similar contract item(s), SELLER agrees to consider the total Boeing forecasted usage in response to said pricing request.
 - B. If SELLER establishes an agreement with any Boeing Component, division, affiliate or Boeing majority-owned or controlled entity not specifically identified herein, SELLER shall immediately notify the cognizant Boeing Purchasing Representative in writing and will extend any proposed price reduction to prices previously quoted herein. SELLER and Boeing shall then negotiate and execute an amendment to adjust downward the pricing structure of this Agreement.
 - C. SELLER, upon award of another agreement by any other Boeing Component, shall furnish quarterly a listing of all part numbers that are on multiple JIT Agreements. This listing shall display by part number each Boeing Component's forecasted usage and the total combined Boeing forecasted usage, along with the current JIT price for each of these part numbers and actual purchases to date.
2. SELLER agrees that any subcontractor or supplier of Boeing or any Boeing Component, division, affiliate or Boeing-owned or controlled entity (hereinafter referred to as "Boeing Supplier") may order Material under this Agreement at the same prices set forth herein, regardless of the quantity of Material, provided that Boeing, SELLER and the Boeing Supplier have entered into a separate agreement establishing the non-price terms and conditions of the relationship. Orders for such Material shall be placed with SELLER through duly authorized Purchase Orders issued by the particular Boeing Supplier, which purchase orders shall reference this Agreement. SELLER may request written verification that the supplies or services ordered pursuant to the authority of this Agreement are in direct support of Boeing-related requirements.

- A. In the event any entity known by SELLER to be an Boeing Supplier places an order for supplies or services covered by this Agreement, but fails to reference the Agreement or otherwise seek the prices established by this Agreement, SELLER shall notify such purchaser of the existence of this Agreement and the prices established hereunder and shall offer such prices to such purchaser.

- B. Upon request by Boeing or any Boeing Component, division, affiliate or Boeing-owned or controlled entity, SELLER shall provide a status report showing purchase orders pending, part numbers or description of service ordered under this Agreement, total forecast purchases under this Agreement, current purchase order prices and quantities ordered to date.