

The Boeing Company

Section 2: SPECIAL TECHNICAL CLAUSES

204. Change Notification (2/2/01).

- (a) Seller agrees to advise Buyer's Authorized Procurement Representative of any change, initiated by Seller, to the design, form, fit, or function of the goods furnished under this contract. Furthermore, any change involving a substitution of material or changes in Seller's manufacturing and/or acceptance processes will be submitted immediately in writing to Buyer's Authorized Procurement Representative for processing and review. Buyer will, within 15 days after receipt of the written notice, notify Seller of acceptance, rejection, or other status of such changes. In no event will Seller incorporate such changes without Buyer's prior written approval. All goods to be delivered will incorporate all changes and revisions that are approved by Buyer under this clause, commencing with the agreed effectivity of such changes.
- (b) Nothing contained in this clause will excuse Seller from performing in strict compliance with the terms, conditions, delivery schedule, specifications, or any other provision of this contract.
- (c) Noncompliance with this change notification requirement may result in subsequent rejection of delivered items and actual and/or consequential damages.

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