



 The Boeing Company

Section 2 : SPECIAL TECHNICAL CLAUSES

211. Specification Responsibility (10/1/96).

Seller hereby acknowledges that:

- (a) Seller has fully reviewed the specifications that are a part of this contract, including, without limitation, the subtier specifications and design features in said specifications;
- (b) Seller has been advised of and fully understands the particular purposes for which Buyer requires the items to be delivered by Seller under this contract;
- (c) Seller is a merchant, as that term is defined in Section 2-104 of the Uniform Commercial Code, with respect to said items; and
- (d) Seller fully understands that Buyer is relying on Seller's skill and judgment to furnish items that are fit for Buyer's particular purposes and that fully conform to the aforesaid specifications. Seller warrants to Buyer that each item delivered by Seller under this contract will conform to the aforesaid specifications and will be fit for Buyer's aforesaid particular purposes. Seller assumes all risks that any design approach adopted by Seller will not produce conforming items, fit for Buyer's particular purposes, and Seller waives all rights to claim any excuse, under Section 2-615 of the Uniform Commercial Code or otherwise, for commercial impracticality or impossibility of performance because of any failure of the design approach adopted by Seller to produce conforming, fit items. Seller hereby expressly adopts as its own all design features contained in the aforesaid specifications.

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