

GENERAL CLAUSES

PPI Clause	Clause Name	Clause Text		
E01A	CUSTOMER CONTRACT REQUIREMENTS (CCR)	<p>Terms and conditions of Buyer’s customer contract that are incorporated in this contract are set forth in the CCR document, which may be accessed at per customer portal.</p> <p>PPI is required to gain access and maintain access of customer portal to utilize the following electronic accounts during performance of contract.</p>		
E01B	SOLICITATION/CONTRACT ATTACHMENTS (VARIABLE)	<p>This Clause incorporates by reference all attachment(s), exhibits, and/or appendices indicated on either the solicitation or Purchase Contract/Order, as applicable.</p>		
E01C	STRATEGIC AGREEMENT	<p>This purchase contract is a release against a Strategic Agreement previously entered into between Seller and Buyer. All provisions, terms & conditions of the Strategic Agreement are hereby incorporated into & made a part of this purchase contract release to the extent they are identified on the release. The Strategic Agreement number is as specified in the header on pg. 1 from the purchase contract release.</p>		
E01D	DPAS RATING	<p>Notwithstanding information to the contrary that may be specified elsewhere herein, the DPAS rating applicable to this contract ‘s line items are listed as described below:</p> <table><tr><td><u>Purchase Contract Line Items</u></td><td><u>DPAS Rating</u></td></tr></table>	<u>Purchase Contract Line Items</u>	<u>DPAS Rating</u>
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E01E	POLITICAL CONTRIBUTIONS, FEES & COMMISSIONS	<p>This clause applies when this contract is for \$500,000 or more and Buyer's prime contract is for the use of the armed forces of a foreign country or international organization. This clause is derived from the ITAR at 22 CFR 130, which requires Buyer to obtain from Seller a disclosure of political contributions or fees or commissions paid, or offered or agreed to be paid, by Seller with respect to Buyer's prime contract.</p>		
E02	SUBCONTRACTING WITH A FOREIGN SELLER	<p>Buyer’s approval of Seller’s request for approval to subcontract with a foreign third party a portion of the goods ordered hereunder is contingent upon the following.</p> <p>Seller must have on file a “rate of drawback” request with the United States Bureau of Customers (a copy of which will be furnished to Boeing) and shall pay all US Custom Duties, using the “drawback” method, on all supplies which will be used on aircraft to be exported from the US by Boeing or a Boeing Customer.</p>		

		<p>Seller will maintain and furnish Buyer with records of all such imports incorporated into the supplies ordered.</p> <p>Buyer will file for drawback, using Seller's record of imports, upon exportation of the aircraft and retain the refund as a price reduction of the suppliers ordered. In addition to furnishing the documentation specified above, Seller shall, as requested by Buyer, furnish any other documentation and establish any administrative controls or invoicing procedures which may be required to properly and economically import and to follow Buyer to export any articles and/ or items utilizing the supplies furnished hereunder and obtain the refund of moneys paid in connection therewith. Seller shall also be responsible for assuring that its subcontractors furnish any documentation which may be required to carry out the intent of this clause.</p>
E03	AFFIRMATIVE ACTION AND NONDISCRIMINATION OBLIGATION OF CONTRACTORS	<p>This clause is applicable if this contract exceeds \$10,000. Pursuant to the requirements of 41 CFR Part 60-741.5(a) and 41 CFR Part 60-300.5(a):</p> <p>This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5 (a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.</p> <p>This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5 (a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.</p>
E04	REPORTING DISCREPANCIES IN BUYER DRAWINGS	<p>Discrepancies, omissions, and the need for clarifications or interpretations of any nature encountered by Seller in respect of Buyer-furnished drawings or engineering data will be brought to the attention of Buyer's Authorized Procurement Representative for resolution within 30 days of receipt of the purchase order.</p>
E05	SPARES PROVISIONING	<p>Initial and/or replenishment spare parts for the supplies acquired hereunder will be provisioned concurrently with production releases to the extent possible. For those provisioning orders issued concurrently with production releases (or in such a manner as to permit production concurrently with production releases), either under this Purchase Order/Contract or under a separate spare parts</p>

		agreement, the price for each item shall not exceed the price of the same item under the production release, except for special handling and packaging costs applicable to spare parts.
E06A	SUPPLIER DELIVERY FOLLOW-UP (SDF)	Delivery dates in this contract are dates Goods are required on Buyer's dock. When Seller anticipates that any Goods will not be on dock by the required delivery date, or when parts are identified by Buyer as a shortage in the SDF tool, Seller shall enter the estimated on-dock date (EOD) into SDF. Seller shall enter reason for shortage using the best information available and provide comments to include additional status information. Daily monitoring of SDF is a requirement of Seller under this contract. Seller's maintenance of up to date, accurate, and complete information may be used as a consideration for future business opportunities. The SDF tool is accessible via the Supplier Portal. If Seller does not have access to SDF, Seller shall contact Buyer's Authorized Procurement Representative to obtain access. By requiring Seller to enter EOD into SDF, Buyer is not accepting Seller's proposed EOD, changing any contract terms, or waiving any rights or remedies available to Buyer at law or in equity or under this contract.
E06B	COLLABORATIVE PERFORMANCE MANAGEMENT	<p>Document is incorporated in the contract).</p> <p>When requested in writing by Buyer due to a performance concern, Buyer and Seller shall work together to define a mutually agreed upon set of data that will be used to support the successful execution of the contract and to achieve program initiatives. Seller shall submit reports or data that have been mutually agreed upon by Seller and Buyer. Seller's existing format may be acceptable.</p> <p>Performance areas requiring data may include, but are not limited to:</p> <p>1. Quality and Delivery. Expected reports or data may include:</p> <ul style="list-style-type: none"> • Root Cause and Corrective Action • Recovery Plan/Production Milestone <p>2. Risk Management. Seller shall assess the likelihood and consequence of risks related to schedule, cost, technical and quality. Seller is encouraged to proactively communicate significant issues that affect performance and to solicit Buyer assistance as needed. Sample data or reports may include:</p> <ul style="list-style-type: none"> • Mitigation plan, schedule and status. • Staffing and succession plans. • Contingency plan for work stoppage. <p>3. Sub-Tier Supplier Management. Buyer expects Seller to have a robust sub-tier management plan. Data may include:</p> <ul style="list-style-type: none"> o Process to perform Source Selection o Process for flowing down requirements and ensuring adherence

		<ul style="list-style-type: none"> o Metrics used to track sub-tier supplier quality and delivery performance o Raw Material/Standard procurement plan <p>4. Continuous Improvement/Cost Reduction. It is expected that Seller will strive for continuous improvement. Seller and Buyer shall each identify cost reduction and continuous improvement opportunities and work together for implementation. Both parties are to determine the amount of savings and share in the savings after implementation. Examples of data demonstrating continuous improvement and cost reduction may include:</p> <ul style="list-style-type: none"> o Yearly strategic plan with defined goals (e.g. capital expenditures, personnel, facilities) o Cost reduction goals and targets o Lean Strategy with objectives, schedules and report out data (Seller directed or jointly conducted) o Total Cost Performance Review (can include overhead, man hours, production and support)
E06C	CONFIGURATION MANAGEMENT	<p>Seller shall maintain engineering, manufacturing, and quality controls such that all items scheduled for delivery under this contract conform to the configuration management requirements set forth below in this Clause. These requirements apply without limitation to each and every end item Seller delivers to Buyer under this contract regardless of whether or not such item is a Commercial Off-The- Shelf (COTS) item, catalog item, build to print item, Seller designed item, Buyer designed item, or any combination thereof, etc. As a result thereof, Seller is responsible for and these requirements apply without limitation to any and all items, parts, assemblies, COTS, catalog items, or any combination thereof, etc. that Seller may include in the end item it delivers to Buyer under this contract.</p> <p>Seller shall, at any time after contract award, secure the written consent of Buyer prior to making any Major* change to the item, if one or more of the following is affected:</p> <p>Seller shall have the right to make **Minor changes under this contract, without obligation to make such changes in any delivered items, without an increase in price, and without prior approval, if the change does not affect any of the factors outlined in paragraph (2). These changes shall require Buyer's concurrence in classification.</p> <p>See Clause M001 for additional information for Major and Minor Criteria.</p>

E07A	FABRICATION MATERIAL	All materials required for the fabrication of the goods ordered hereunder shall be furnished by Seller. The costs of all such material is included in the contract price as stated herein.
E07B	BUYER FURNISHED DATA / DRAWINGS	Unless specific specification revisions are called out elsewhere in this contract, the Seller shall work to the latest revision of the specifications in effect on the release date of this purchase contract or a subsequent specification revision. Discrepancies, omissions, need for clarification or interpretation of any nature, encountered by Seller in Buyer furnished drawings or engineering data, will be brought to the attention of the Buyer's procurement agent for resolution prior to commencement of manufacturing.
E07C	CONSUMPTION BASED ORDERING (CBO) PORTAL	PPI shall fabricate items ordered hereunder as specified by the applicable 3D Model, Parts Control Document (PCD), Parts List (PL) Notes, Planning Reference File (PREFF)/Special Manufacturing Instructions (SMI), Drawing, Blueprint, or Engineering Order (EO)/Advanced Drawing Change to the indicated revision of these documents, as defined for each item in the Consumption Based Ordering (CBO) Demand Forecast Tool. The web site for this tool can be accessed via the Boeing Secure Web Portal at: http://www.boeing.com/special/bpn/
E08	RECIPROCAL WAIVER CLAIMS	This Contract involves the manufacture, sale, use, or operation of a Qualified Anti-Terrorism Technology (ies) and Seller is either Buyer's: (i) contractor, (ii) subcontractor, (iii) supplier, or (iv) vendor of or for such technologies. Pursuant to 6 U.S.C. §443(b) of the SAFETY Act and 6 C.F.R. §25.5(e), the Parties agree to a Reciprocal Waiver of Claims and each Party shall be responsible for Losses, including business interruption losses, that such Party sustains (and for Losses that its employees sustain) resulting from an activity resulting from an Act of Terrorism when the Qualified Anti-Terrorism Technology (ies) has been deployed in defense against or response to or recovery from such Act of Terrorism. "Act of Terrorism," "Loss," "Qualified Anti-Terrorism Technology," and "Reciprocal Waiver of Claims," are defined in 6 U.S.C. §§443-444.
E09	MINIMUM/ MAXIMUM INVENTORY AGREEMENT	This Agreement sets forth the Buyer's Tailored Material Management Inventory guidelines and conditions for consumption-based ordering. If any purchase contract/order/work order issued hereunder incorporates Min/Max or Discrete Pull strategies, the following guidelines shall apply in their entirety. The pricing and lead time for such orders will be in accordance with the Prices and Lead times set forth in the Purchasing Contracts. <ul style="list-style-type: none"> • Minimum and Maximum Inventory Levels • Delivery • Forecasting • Changes/Obsolescence

		<ul style="list-style-type: none"> • Performance Metrics • Termination Liability
E10	BOEING MISSION ASSURANCE REVIEW (BMAR)	<p>Supplier Expectations for BMAR Compliance. Seller will meet the requirements of "Supplier Expectations for Boeing Mission Assurance Review Compliance" provided below. Seller has submitted to Boeing for approval its "Boeing Mission Assurance Review (BMAR) Supplier Evaluation Criteria" document showing Seller's compliance. Seller will comply with the approved document and other evidence of compliance. Any changes to Seller's practices that would materially affect Seller's compliance with the BMAR expectations will be submitted to Boeing for approval.</p> <p>Preferred Supplier Certification. In addition to BMAR compliance, it is Boeing's expectation that Seller will attain minimum performance standards of 98% quality and 90% delivery performance. If Seller does not meet minimum performance standards, Seller will comply with the corrective action plan submitted with its "Boeing Mission Assurance Review (BMAR) Supplier Evaluation Criteria" document. Seller must achieve and maintain the minimum performance standards for a 12-month period to qualify for a preferred Supplier Certification (PSC) assessment.</p> <p>When Seller becomes a Boeing Certified Supplier or if Seller is a Boeing Certified Supplier, Seller will maintain or improve the minimum performance standards for its current level of certification. If Seller does not meet minimum performance standards, a corrective action plan must be submitted to Boeing for approval.</p>
E11A	RISK OF LOSS PRODUCT	Title and risk of loss goods purchased hereunder will be accepted by Vendor until goods are received in accordance with the terms. The FOB point specified at which time title and risk of loss will be accepted by Buyer.
E11B	PRODUCT RETURNS	Buyer may, in its sole discretion, at any time and from time to time, within 60 days after acceptance of the goods, return to vendor any part or all of the goods and receive full credit on such returns.
E12	REPRESENTATIONS & CERTIFICATIONS	The SP1 Representation and Certification form completed by Seller and provided to Buyer through the Boeing Enterprise Supplier Tool (BEST) or other means is made part of this Contract. Seller warrants that its SP1 representations and certifications are current, accurate and complete as of the date Seller submitted such completed and signed representations and certifications and as of the award date of this Contract. Seller has a continuing obligation to maintain and update its SP1 representations and certifications to reflect any change in circumstance and to immediately provide any such update to Buyer.

E13A	TERMINATION- NO COST WITHIN 30 DAYS	Termination, in whole or in part, will be at no cost to Buyer and/or the U.S. Government, in the event termination occurs on or before thirty (30) calendar days after the contract is awarded.
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