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15 AUG 2020 Revised Note

In performing the obligations of this agreement, both parties will comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ('items') or services, including without limitation the Export Administration Regulations ('EAR'), International Traffic in Arms Regulations ('ITAR'), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, 'Export Control Laws'). A) The party conducting the export shall be responsible for obtaining the required authorizations. B) The party conducting the re-export shall be responsible for obtaining the required authorizations. Each party shall reasonably cooperate and exercise reasonable efforts to support the other party in obtaining any necessary licenses or authorizations required to perform its obligations under this agreement. C) The party providing any items under this agreement shall, upon request, notify the other party of the items' Export Control Classification Numbers ('ECCNs') as well as the ECCN of any components or parts thereof if they are different from the ECCN of the item at issue. D) Each party represents that (i) the items, and the parts and components thereof, it is providing under this agreement are not 'defense articles' as that term is defined in 22 C.F.R Sub-Section 120.6 of the ITAR, and (ii) the services it is providing under this agreement are not 'defense services' as that term is defined in 22 C.F.R. Sub-Section 120.9 of the ITAR. The parties acknowledge that this representation means that an official capable of binding the party providing such items knows or has otherwise determined that such items, and the parts and components thereof, are not on the ITAR's Munitions List at 22 C.F.R. Sub-Section 121.1. Each party agrees to reasonably cooperate with the other in providing, upon request of the other party, documentation or other information that supports or confirms this representation. E) To the extent that such items, or any parts or components thereof, were specifically designed or modified for a military end use or end user, the party providing such items shall notify the other party of this fact and shall also provide the other party with written confirmation from the United States Department of State that such items, and all such parts or components thereof, are not subject to the jurisdiction of the ITAR. Boeing requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, supply chain shall mean Seller's direct network of Sellers providing material, equipment, information, and services integrated into products and services.



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In addition to the provision set forth in the Code of Basic Working Conditions and Human Rights in the contract, Seller further commits that any material violation of law by Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Seller's performance under this Contract/ Agreement may be considered a material breach of this Contract/Agreement for which Boeing may elect to cancel any open Orders between Boeing and the Seller, for cause, in accordance with the provisions of this Contract/Agreement, or exercise any other right of Boeing for an Event of Default under this Contract/Agreement. Seller shall include the substance of this clause, including this flow down requirement, in all subcontracts awarded by Seller for work under this Contract/Agreement.



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01 JAN 2021 Revised Note

A. Boeing Form X31764

1. Seller shall comply with the requirements of Form X31764 "Boeing Quality Purchasing Data Requirements". To ensure Seller is performing to the latest Boeing Form X31764, Seller shall access this form by selecting "Supplier Quality" from the menu bar and "Other Quality Requirements" of "Doing Business with Boeing" home page located at the following URL address: <http://www.boeingsuppliers.com/>. When entering the URL, use lower case letters only. Seller shall be responsible for regularly monitoring (minimum quarterly) the URL to ensure that Seller is in compliance with the latest revision of Form X31764.

2. Form X31764 identifies the sections, sub-sections, and applicable items the Seller shall evaluate for flow-down to its Supply Chain. If the Seller determines the item is not applicable, due to the complexity of the item being procured, they shall retain documented information to justify this decision.

3. For purposes of this PO Note, "Supply Chain" means Seller's complete network of material, equipment, information, and services integrated into deliverable products and services provided to Seller by Seller's direct first tier supply contracts and Seller's sub-tier or lower tier supply contracts as applicable based on the product requirements being procured.

B. AS/EN/JISQ 9100 Flow-Down Requirements

In accordance with AS/EN/JISQ 9100, Seller shall flow-down to its Supply Chain the applicable provisions/requirements of AS/EN/JISQ 9100.

C. PO Note Management Requirements

1. Seller shall comply with all PO Notes when required by applicable contractual agreement. Boeing PO Notes are supplemental terms and conditions that consist of both quality and non-quality assurance terms and conditions. Each PO Note is designated by code number, e.g., Q29, S68, A21, etc. PO Notes may apply to the Seller via Boeing Purchase Contract or Purchase Order, and may be referenced by Boeing solicitations and letter agreements. A PO Note may be referred to as "PO Note" or "Note".

2. Boeing may revise the PO Notes from time to time. To ensure Seller is performing to the latest Boeing PO Note, Seller shall access the latest PO Note revisions via the Boeing Partners Network (BPN) Supplier Portal View. PO Notes are listed under "My Products". When Seller reviews a PO Note revision, the PO Notes page will reflect the revision as 'Acknowledged' by Seller. Seller shall access on a quarterly basis the latest PO Note revisions via the BPN Supplier Portal by the following dates of the year: 1/15, 4/15, 7/15 and 10/15.

3. The latest PO Note revision identified by the BPN Supplier Portal is effective, and therefore applicable to the Boeing Order as of the revision date of the PO Note, unless otherwise agreed to in writing by the parties for the applicable Order.

4. If Seller does not have BPN Supplier Portal access, Seller shall contact the Boeing Procurement Representative and request the latest PO Note text by specifying the applicable PO Note code number. Seller shall make such requests quarterly by the dates specified in above paragraph "2". Upon receipt of such request, Boeing will provide the applicable PO Note full text to Seller.



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Revision History for Note Q31

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29 JUN 2018 Revised Note

This procurement is under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 quality system supplier control program. Unless explicit contractual direction is given to the contrary, no articles (or constituent parts thereof) ordered by Boeing Commercial Airplanes shall contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings and the accompanying paperwork (e.g., packages, shippers, etc.) shall not contain any FAA-PMA markings.

THE SELLER WILL PLACE THE FOLLOWING STATEMENT ON THE SHIPPING DOCUMENTATION OF ALL SHIPMENTS TO BOEING:

"Seller hereby acknowledges that the parts and/or materials being shipped under this order are intended for use under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 and no articles (or constituent parts thereof) or the accompanying paperwork (e.g., packages, shippers, etc.) contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings."

THE PREFERRED LOCATION FOR THE STATEMENT IS ON THE SHIPPING DOCUMENT, NEXT TO, OR FOLLOWING, THE CERTIFICATE OF CONFORMANCE (C of C). THE STATEMENT MAY BE PRINTED, STAMPED OR ATTACHED AS A LABEL OR STICKER TO THE SHIPPING DOCUMENTATION. IT IS ALLOWABLE TO REPLACE "Seller" WITH THE COMPANY NAME OR "WE". Boeing requires that the provisions/requirements set forth above, as determined by the Seller to be applicable, be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, Supply Chain shall mean Seller's complete network of material, equipment, information, and services integrated into products and services. It focuses on direct and all lower-tier suppliers.



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01 OCT 2019 Revised Note

Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to hydrochlorofluorocarbons.


Seller shall label shipping or storage containers of ozone - depleting substance and products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as applicable:

Warning
Contains * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

Warning
Manufactured with * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* Seller shall insert the name of the relevant substance(s).

Boeing requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For the purpose of this note Supply Chain shall mean Seller's direct and indirect suppliers performing value-added activity on the products and services. It focuses on direct and lower-tier suppliers.



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15 AUG 2020 Revised Note

This order covers the reconditioning of material rejected on Boeing Non-Conformance Record (NCR) or rejection tag no.(s):