

COMET TOOL COMPANY, INC.
TERMS AND CONDITIONS

1. **Acceptance** - ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN. THE TERMS AND CONDITIONS CONTAINED HEREIN WILL BE CONTROLLING, AND ANY ADDITIONAL AND/OR INCONSISTENT TERMS AND CONDITIONS SET FORTH IN ANY ACKNOWLEDGMENT, PURCHASE ORDER, OR ACCEPTANCE DOCUMENTS REQUESTED FROM AND/OR PROVIDED BY YOU, THE CUSTOMER, ARE EXPRESSLY REJECTED. YOUR ORDERS ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON COMET TOOL COMPANY, INC. ("Comet") UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF COMET. YOUR ACCEPTANCE OF DELIVERY OF ANY PRODUCTS OR MATERIALS FROM COMET SHALL BE DEEMED YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN AND SUCH ACCEPTANCE BY YOU IS YOUR AGREEMENT TO BE LEGALLY BOUND HEREBY. UPON COMET'S ACCEPTANCE OF YOUR ORDER, YOUR ORDER MAY NOT BE CANCELLED, REDUCED OR MODIFIED WITHOUT COMET'S WRITTEN CONSENT. AN ORDER IS NOT ACCEPTED BY COMET TOOL CO. UNTIL A SIGNED SALES ACKNOWLEDGEMENT IS RECEIVED. DUE TO PACKAGING & MATERIAL LOT SIZES, COMET TOOL RESERVES THE RIGHT TO SHIP ORDERS WITHIN 10% +/- OF PURCHASE ORDER TOTAL.
2. **Specifications** - Product specifications are subject to change without prior notice.
3. **Prices** – Except as may be specifically provided in Seller's quotation, all prices are subject to change without notice.
4. **Delivery**
 - (a) Seller reserves the right to make partial deliveries and to ship products as they become available. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller's acceptance of the order or Seller's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller's receipt of complete information necessary for design and manufacture. Seller assumes no liability whatsoever. Including loss of use or for any other direct, indirect, or consequential damaged, due to delays.
 - (b) Unless otherwise mutually agreed to in writing signed by both Seller and Buyer, delivery from Seller's factory or designated shipment point to a destination inside or outside of the U.S. and Puerto Rico shall be FCA (Free Carrier) INCOTERMS 2000. Title passes at the point when the goods leave Seller's factory or designated shipment point (Seller retains and Buyer hereby grants to Seller a security interest in goods shipped by Seller to Buyer hereunder until payment in respect of the goods is received by Seller) and Buyer has the obligation to insure once title passes.
 - (c) Buyer will pay, or reimburse Seller for all freight, taxes, duty and entry fees, special and miscellaneous charges and special packaging charges.
 - (d) Product shipped by Comet Tool requiring the use of pallets will require the customer to pay an additional fee (noted on the Sales Acknowledgement) per pallet. Exchange programs may be implemented.
5. **Damaged Shipments** - Please inspect your Comet shipment upon receipt. If any external damage is noticed, accept the shipment only after the driver has noted the damage on both his and your copies of the delivery receipt and you have requested an inspection by the carrier. Keep all containers and packing material for inspection. If, upon opening a shipment, you find a shortage or damage, you must request inspection by the carrier within 15 days of delivery or you will relinquish your right to make a claim. Comet reserves the right to repair a damaged product, where applicable, before replacement or credit is determined.
6. **Payment Terms** – Invoices are payable by you net thirty (30) days from date of invoice, unless other terms agreed to in writing. Payments are to be made in freely available United States dollars, including applicable taxes, and other charges such as government imposed surcharges which Comet may be required to pay or collect with respect to the sale or transportation of the Products, or the provision of Services. Payment is considered late when it is received by Comet after the due date, which may result in additional service charges as described further in this section. Any payments received by Comet no later than 2.00 PM Eastern Standard Time will be credited to your account as of the date received; while payments received after 2.00 PM Eastern Standard Time will be credited to your account the following business day. Delinquent accounts will be subject to a service charge on past due amounts of one and one-half percent (1 1/2%) per month (or, if less, the maximum amount permitted by law). Comet shall be entitled to recover, and customer shall pay, all reasonable attorney's fees incurred by Comet for collection of past due amounts or to enforce Comet's rights under this Agreement. Seller may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of the Buyer

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or other grounds for insecurity warrant such action. All sales are subject to the approval of Seller's credit department.

7. **Taxes** – All prices are exclusive of any applicable U.S.A. federal, state or local sales, use, excise or other similar taxes. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and the seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.
8. **Services** – Seller will provide such services as are expressly described in its quotation (or other document executed by Seller) during normal business hours, unless otherwise specified in the quotation (or other document executed by Seller). Services requested or required by Buyer outside of these hours or in addition to the quoted or agreed upon services will be charged at Seller's then current schedule of rates, including overtime charges, if applicable, and will be in addition to the charges outlined in the quotation (or other document executed by Seller).
9. **Product Return Policy**
 - (a) All returns must be authorized in advance in writing by Comet. To ensure proper credit, each Product return must include the following information:
 - Customer Name and Address
 - Purchase Order Number
 - Comet Shipping Order Number
 - Date of Invoice
 - Comet Return Authorization Number
 - Reason for Return
 - Box label information
 - Photo of non-conformance/damage
 - Comet reserves the right to refuse returns, and freeze shipments, of similar parts until requested samples are provided

You assume all risk of loss for the returned Product until such Product is actually received by Comet.

10. **Product and Service Warranties and Limitation of Liability**
 - (a) Comet warrants to you only that:
 - i. all Products, produced with the product drawing resin, or equivalent, are guaranteed to be free of defects in material or workmanship at time of shipment
 - (b) COMET HEREBY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - (c) The liability of Comet under this limited warranty does not extend to any Products which are abused, altered or misused by the Customer or any other persons or entities or which become defective or non-conforming through the actions or inaction of the Customer or any other persons or entities. A defective or non-conforming Product is defined only as a Product which is outside of the manufacturer's defined Product specifications, and shall not include Products that fail to meet any fitness of use by Customer or any Customer operating conditions or applications.
 - (d) If any Product or Service warranted hereunder proves defective or non-conforming, Comet's sole liability and Customer's sole remedy hereunder shall be for Comet, to repair or, at Comet's option, (i.e.) replace (or re-perform the Service), at no cost to Customer, any such defective or non-conforming Product with a non-defective or conforming Product (as applicable) or (ii) credit Customer's account for all amounts paid with respect to the defective or non-conforming Product or Service upon Comet's receipt of the defective or non-conforming Product.

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- (e) If a Product should require service, contact Comet for instruction. When the return of the Product is necessary, a return authorization number will be assigned and the Product shipped, transportation charges prepaid, to Comet. To ensure prompt handling, a detailed explanation of the defect enclosed with the Product.
 - (f) IN NO EVENT SHALL COMET HAVE ANY OBLIGATION OR LIABILITY FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, USE OR GOODWILL), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE TOTAL LIABILITY OF COMET (INCLUDING ITS SUBCONTRACTORS AND AGENTS), IF ANY, FOR DAMAGES RELATING TO ANY PRODUCTS SOLD UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PRICE PAID FOR SUCH PRODUCT(S) AND THE TOTAL LIABILITY OF COMET (INCLUDING ITS SUBCONTRACTORS AND AGENTS), IF ANY, FOR DAMAGES RELATING TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID FOR THE SERVICE GIVING RISE TO SUCH CLAIM.
11. **Cancellation** – Buyer may not cancel its order after Seller's acceptance unless all the details are approved in writing by the parties, including the Buyer's agreement to pay a stated amount of termination charges.
- (a) **Interruption Charge** – If an order is placed on hold, canceled, or if part or mold design changes are requested after commencement of engineering and/or manufacturing, the Buyer may be responsible for an interruption charge on all or part of the order to cover incurred and other expenses relating to production rescheduling, additional set-ups, handling, storage, inventory costs, etc. Comet does require a minimum 25% cancellation charge.
12. **Claims** – All claims for incorrect products or amounts thereof must be made in writing within ten days after receipt of the product.
13. **Proprietary Information** - Each party (a "Recipient") shall maintain in confidence, not disclose to any third party, and not use, except for the specific purpose of performing under this Agreement, all proprietary information furnished to it by the other party (a "Discloser") in connection with this Agreement, or derived from the Discloser in performance of this Agreement, and shall return to the Discloser, upon request, all copies (then in Recipient's possession) of documents and other tangible media furnished by or derived from Discloser in connection with the performance of this Agreement. The Recipient shall inform its employees, agents, and representatives of these obligations and shall require them to assume equivalent obligations.
14. **Miscellaneous**
- (a) **Force Majeure** - In the event either party is prevented in whole or in material part from performing its obligations under this Agreement solely as a result of force majeure, upon the prompt giving of notice to the other party detailing such force majeure event and its anticipated duration, the obligations of the party so prevented shall be excused during such period of delay, and such party shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.
- (b) **Merger, Modification, Waiver** - No amendment, modification or waiver of these terms shall be binding on Comet unless reduced to writing and signed by an authorized officer of Comet, and in the case of a waiver, shall be effective only in the specific instance and for the specific purpose for which given, and shall not be construed as a waiver of any subsequent breach. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision. No course of dealing, usage of trade or course of performance shall supplement, explain or amend any term, condition or instruction of this Agreement or any shipment of Products hereunder.
- (c) **Indemnification** - Customer hereby indemnifies Comet and its employees, officers, directors, agents and subcontractors for any damages related in any way to Customer's, or its customers, use of the Products except to the extent caused by the willful misconduct of Comet.
- (d) **Applicable Law** - This Agreement is made pursuant to, and shall be construed and enforced exclusively in accordance with, the internal laws of the State of New Jersey (and United States federal law, to the extent applicable), without giving effect to otherwise applicable principles of

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conflicts of law, and disputes, if any, shall be subject to the exclusive jurisdiction of the Federal and State courts in New Jersey.

- (e) **Authority to Enter into Agreement** - Each party represents and warrants that it is authorized to enter into this Agreement and that in so doing it is not in violation of the terms or conditions of any contract or other agreement to which it may be a party.
 - (f) **Assignment** - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and designees; provided, however, neither party shall have the right to transfer, assign or delegate its rights or obligations under this Agreement or any portion thereof without the prior written consent of the other party (except that either party may assign this Agreement to a parent, subsidiary or successor corporation (for example by stock sale, merger or asset sale) without such consent).
 - (g) **Nature of Relationship** - Neither party, its employees or permitted subcontractors or agents shall, under any circumstances, be considered to be an agent, partner, joint venture or representative of the other party.
15. **ITAR Registration Requirements** – Seller shall comply with International Traffic in Arms Regulations §122.1, Registration requirements.
16. **Audit Rights and Examination of Proposed Costs** – For the purpose of evaluating seller's incurred costs including Seller's invoices for cost reimbursement, progress payments, Seller's claim(s) whether arising out of a termination or partial termination of this contract or out of some other dispute, and Seller's proposals for incentive price revisions or elements of Seller's change proposals which involve unique claims (e.g., obsolescence costs) which must be verified by audit, Seller agrees that Buyer or any of its duly authorized representatives shall have access to and the right to audit any pertinent books, documents, papers, and records which support direct and indirect costs.
- For the purpose of evaluating Seller's proposed costs including but not limited to change proposals, and proposals for follow-on procurement, Seller agrees that Buyer or any of its duly authorized representatives shall have access to and the right to audit all directly pertinent data supporting direct and indirect costs.
17. **Liquidated Damages** – If Seller fails to deliver the goods or perform the services within the time specified in this contract, the actual damage to Buyer for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, Seller will pay to Buyer as fixed, agreed, and liquidated damages for each calendar day of delay the amount set forth elsewhere in this contract. If Buyer cancels this contract, in whole or in part, under the Cancellation for Default provision of this contract, Seller will be liable for such liquidated damages accruing until such time as Buyer may reasonably obtain delivery of substitute goods or performance of substitute services. These liquidated damages are in addition to excess costs of re-procurement under the Cancellation for Default provision of this contract. Seller will not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of Seller, and, in such event, Buyer will ascertain the facts regarding the delay, including the length of the delay, and will extend the time for performance of the contract if, in Buyer's judgment, the findings of fact justify an extension.
18. **Buyer Right of Entry and Surveillance** – Work under this purchase contract is subject to Buyer surveillance at Seller and Seller's subcontractors' locations. Buyer's Quality Representative may elect to conduct inspection either on a random basis or to the extent of 100% inspection. Seller will be notified if Buyer inspection is to be conducted on specific shipments. No shipments are to be held for Buyer inspection unless notification is received prior to, or at time of, product being ready for shipment. Buyer has the right of access by the organization, their customer, and regulatory authorities to all facilities involved in the order and to all applicable recordings.
19. **Additional Customer Contract Requirements** - The Seller agrees that upon the requests of Buyer, Seller and Buyer will from time to time enter into amendments to this contract to incorporate additional provisions herein or to change the provisions hereof as Buyer may reasonably deem necessary in order for Buyer to comply with the provisions of its prime contract or with the provisions of amendments to its prime contract. If any such amendment to this contract causes an increase or decrease in the price hereof, or the time required for performance of this contract, an equitable adjustment shall be made in the price or delivery schedule of this contract, or both pursuant to the "Changes" provision of this contract. Supplier is required to flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

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20. **Acquisition and Use of Foreign Metallic Raw Material (For Industry and Government Specifications)** - The Seller agrees not to incorporate into any articles to be delivered under this purchase order, foreign produced metallic raw material unless it meets the requirements specified in DMS 2201.

Approved non-domestic metallic raw material producers for Industry and Government specifications (i.e. AMS, ASTM, MIL, and QQ etc) are listed in the Qualified Products List (QPL) of DMS 2201 (Procurement Form Foreign Sources-Metallic Raw Materials).

Producers listed may not meet requirements of clause D300L (Acquisition and Incorporation of Non-Domestic Specialty Metals). When procuring metallic raw material from a foreign source, compliance with both the DMS 2201 and clause D300L is mandatory.

SELLER FURNISHED MATERIAL CERTIFICATION

Seller shall document and maintain material certification containing the following:

1. Description of the material used in the manufacture of the end-item;
2. Material specifications;
3. Lot, heat or batch number identification;
4. Source of procurement (Name, Address, and Country);
5. Origin of material;
6. Name and location of the Melting facility;
7. Name and Location of mill;
8. Mill certification; and
9. All other requirements as specified in the applicable raw material specification including chemical and physical analysis.

Seller shall retain certification for a period of no less than seven (7) years after final payment.

21. **Quality Requirements** –
- (a) Suppliers are required to notify the organization of changes in product and/or process definition and, where required, obtain the organization's approval.
 - (b) Suppliers are required to notify the organization of nonconforming products and obtain organization approval for nonconforming product disposition.
22. **Patent or Trademark Infringement and Product Liability** – Buyer had no authorization to make any representation, statement or warranty on behalf of Seller relating to any products sold hereunder. Buyer shall indemnify and defend, at its own expense, Seller against claims or liability for U.S. or applicable foreign patent, trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of a product according to Buyer's specifications, or from Buyer's unauthorized use of Seller's products or from any changes or alterations to seller's products made by persons other than Seller or improper uses of seller's product or from the manufacture or sale or use of Buyer products which incorporate or integrate Seller's products.
23. **Ownership of Materials** – All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material to the extent necessary and solely for Buyer's use of the product purchased by Buyer from Seller hereunder. Buyer shall not disclose any such material to third parties without Seller's prior written consent. As a condition to Seller's delivery to Buyer of the products, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the products, (ii) disassemble, decompile or otherwise reverse or analyze the products, (iii) remove any product identification or property rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to seller's rights in the technology and intellectual property relating to the products, and/or (vi) assist or ask to do any of the foregoing.
24. **Export** – As a condition to the Seller's delivery to Buyer of the products and/or parts thereof, Buyer agrees, with respect to the exportation or resale of the product, and/or parts thereof by Buyer, to comply with all requirements of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"), regulations issued thereunder and any subsequent amendments thereto, and all other National, including, but not limited to, European, government laws and regulations on export controls, including laws and regulations pertaining to export licenses, restrictions on export to embargoed countries and restrictions on sales to certain persons and/or entities.
25. **Entire Agreement** – Seller's Terms and Conditions of Sales and the Confidentiality Agreement, if any, are the entire Agreement of the parties and they may not be modified except in writing signed by a duly authorized representative or officer of Seller.

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26. **Quotation** – All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in the quotation. Quotations are made subject to approval by Seller of Buyer's credit. All sales, contracts and orders become effective only if and when approved and accepted in writing by Seller by the issuance of the Seller Acknowledgement Form and shall be subject to these terms and conditions.
27. **Confidentiality** – If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement ("Confidentiality Agreement"), the terms and conditions of such agreement shall take precedence over the terms of this paragraph.
28. **No Waiver** – Seller's failure to insist on Buyer's strict performance of the terms and conditions contained herein at any time shall not be construed as a waiver by Seller of performance in the future.
29. **Validity** – If any provision of these Seller's Terms and Conditions of Sale is held by any competent authority to be invalid or unenforceable in whole or in any part, the validity of the other provisions of these conditions and the remainder of the provision shall not be affected.
30. **Governing Law** – The laws of the State of New Jersey hereunder shall govern Seller's Terms and Conditions of Sale and the parties' agreement for sale of products regardless of conflict of law principles therein, and the parties agree to submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New Jersey, County of Gloucester or the United States District Court for the Southern District of New Jersey, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to these Terms and Conditions and the purchase and supply of the Systems and/or parts thereof or services relating thereto. A judgment, order or decision of those courts in respect of any such claim or dispute may be recognized and enforced by any courts of any state, country or other jurisdiction.
31. **Diversity & Ethics** - Comet Tool maintains an open and diverse collection of ideas and practices. All members of our team, associates, vendors, suppliers, subcontractors and customers are expected to adhere to the following:
Core Principles – Honest and Ethical Business Conduct, Respect for Human Rights, and Appreciating Diversity. Fair Labor and Employment Practices – Equal Employment Opportunity/Non-Discrimination, No Forced Labor/Child Labor, Sound Labor and Employment Practices, and Work Environment (Anti-Harassment/Anti-Discrimination/Health & Safety). Responsibility for Products and Services – Product and Service Safety and Accessibility, and Environmental Conservation. Protection of Intellectual Assets – Intellectual Property, Confidential or Proprietary Information, Personal Information, and Information Security. Fair Business Practices – Fair Competition, Fair Procurement, and Anti-Corruption. Responsible Business Conduct – Sound Decision Making, Public Disclosure, Recording and Reporting of Information, and Tax Compliance. Ethical Personal Conduct – Personal Conflict of Interest, Corporate Asset, and Public statements. Responsibility of Every One of Us – Reporting Concerns and No-Retaliation.
32. **Environmental Policy** - Comet makes efforts to continually improve its operations in order to minimize environmental impact and complies with all required regulations.. Permits are current for all state monitored environmental requirements and Comet will comply with all required legislation. Cooling water is filtered and monitored. Scrap materials are stored for recycling, not placed in landfills. Equipment purchases are evaluated for energy efficiencies and noise creation. Building improvements focus on environmental impact. Cleaning products without CFC's are targeted. Waste water is contained and sourced to licensed companies for disposal. External air discharged is filtered and contained. Energy saving methods are used where possible. Grounds are maintained and trash is contained and removed by a licensed disposal company.

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Purchase Card FAR and DFARS Terms and Conditions

1. **Formation of Contract.** The terms and conditions contained herein related to Federal Acquisition Regulation ("FAR") and Department of Defense FAR Supplement ("DFARS") clauses shall apply to all purchases of Goods from The Boeing Company, including any parents, subsidiaries, or affiliates, ("Buyer") from seller ("Seller") using Buyer's Purchase Card Program. This proposed contract is Buyer's offer to purchase the goods or services ("Goods") described in this offer. Acceptance is strictly limited to the terms and conditions in this offer. Unless specifically agreed to in writing by Buyer's Authorized Procurement Representative, Buyer objects to, and is not bound by, any term or condition that differs from or adds to this offer. Seller's acceptance of this contract through any means, including written, oral, or through performance, which shall include commencing with the sale, shipment, or delivery of Goods purchased by Buyer, shall conclusively evidence acceptance of the terms contained herein related to the applicability of FAR and DFARS clauses.

2. **FAR/DFARS Clauses.** For purchases made pursuant to this contract, Buyer is a prime contractor to the United States Government and Seller is a subcontractor to the United States Government for certain commercial Goods and transactions between the parties. Seller shall comply with all applicable statutes and United States Government rules, regulations, and orders, including all contract clauses under the FAR and DFARS applicable to the Goods and transactions. The contract clauses set forth below are incorporated by reference from the FAR and DFARS as if stated fully herein. Buyer shall notify Seller, including by amendment of this contract, of additional FAR and DFARS contract clauses or amendments, and revisions to existing contract clauses, which are adopted by the United States Government, and Seller agrees to comply with all applicable clauses in effect at the time of sale to Buyer. The clauses set forth below may or may not apply to specific Goods sold by Seller to Buyer or to specific transactions between the parties. Seller bears the sole responsibility of determining the applicability of specific FAR and DFARS clauses to specific Goods or transactions depending on the nature of the Goods or the circumstances of the transactions. Seller further bears sole responsibility for compliance with all applicable clauses. Where necessary to effectuate the applicable FAR and DFARS clauses set forth herein, the term "Government" in the clauses shall mean Buyer, the term "Contracting Officer" in the clauses shall mean Buyer's Authorized Procurement Representative, and the term "Contractor" in the clauses shall mean Seller. The following FAR and DFARS clauses potentially are applicable to commercial Goods sold by Seller to Buyer or to transactions between the parties:

Clause Description

FAR 52.244-6 Subcontracts for Commercial Items (Aug 2020)

FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010). This clause applies to contracts funded under the Recovery Act.

FAR 52.203-19 Prohibition of Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

FAR 52.204-21 Basic Safeguarding of covered Contractor Information Systems (Jun 2016). This clause applies if the contract is for other than commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR 52.204-21

FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018). In paragraph (b)(1), the term "Government" means "Government or Buyer". Paragraph (c)(1) is deleted and replaced with the following: "In the event Seller identifies covered articles provided to the Government or Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (c)(2) of this clause in writing, via email, to Buyer's Authorized Procurement Representative."

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020). Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)

FAR 52.222-21 Prohibition of Segregated Facilities (Apr 2015)

FAR 52.222-26 Equal Opportunity (Sep 2016)

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FAR 52.222-35 Equal Opportunity for Veterans (JUN 2020). This clause applies if the contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this contract award, unless exempted by rules, regulation, or order of the Secretary of Labor.

FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020). This clause applies to contracts in excess of the threshold specified in FAR 22.1408(a) on the date of this contract award, unless exempted by rules, regulations, or orders of the Secretary.

FAR 52.222-37 Employment Reports on Veterans (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this contract award.

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010). Clause specifies applicability in paragraph (f).

FAR 52.222-50 Combating Trafficking in Persons (Jan 2019).

FAR 52.222-54 Employment Eligibility Verification (Oct 2015)

FAR 52.222-55 Minimum Wages under Executive Order 13658 (Dec 2015) Clause specifies applicability in paragraph (k).

FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017). Clause specifies applicability in paragraph (m).

FAR 52.224-3 Privacy Training (Jan 2017). Clause specifies applicability in paragraph (f).

FAR 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013). Clause specifies applicability in paragraph (c).

FAR 52.245-1 Government Property (Jan 2017). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean Government or the Buyer.

FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006). Clause specifies applicability in paragraph (d).

DFARS 252.244-7000 Subcontracts for Commercial Items (DoD Contracts) (Jun 2013) DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct 2016). This clause applies to contracts for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019). This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning.

In paragraph (b)(2), the applicable security standard that applies to this Contract is NIST SP 800-171, Revision 1. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171, Revision 1. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via abuse@Boeing.com with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor shall rapidly report lower tier subcontractor information it receives.

Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, Revision 1 to the US Government Contracting Office and that Seller's request for such variance was approved by an authorized representative of the DoD CIO.

DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (May 2016)

DFARS 252.204-7018 Prohibition of the Acquisition of Covered Defense Telecommunications Equipment or

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Services (DEC 2019)

DFARS 252.211-7003 Item Identification and Valuation (Mar 2016) This clause applies if this contract acquires any item for which unique item identification is required in accordance with paragraph (c) (1) of this clause.

DFARS 252.223-7008 Prohibition of Hexavalent Chromium (Jun 2013)

DFARS 252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-00009) (OCT 2021). This clause applies to contracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of contract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

DFARS 252.225-7001 Buy American and Balance of Payments Program (Dec 2017)

DFARS 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Dec 2018)

DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2019). This clause applies if the contract is for items containing specialty metals. Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (d) (1) (i), "Contracting Officer" means Buyer. In paragraph (e) (2) "Government" means Buyer. Paragraph (c) (6) is revised as follows: (c) (6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

DFARS 252.225-7012 Preference for Certain Domestic Commodities (Dec 2017) **DFARS 252.225-7048** Export-Controlled Items (June 2013)

DFARS 252.225-7051 Prohibition on Acquisition of Certain Foreign Commercial Satellite Services (Dec 2018)

DFARS 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (DEVIATION 2020-00006) (FEB 2020)

DFARS 252.227-7015 Technical Data—Commercial Items (Feb 2014). This clause applies whenever any technical data related to commercial items is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 2016).

DFARS 252.232-7017 Accelerating Payments to Small Business Subcontractors Prohibition on Fees and Consideration (Apr 2020)

DFARS 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jun 2013). This clause applies to all transactions that involve the acquisition of steel as a construction material.

DFARS 252.239-7010 Cloud Computing Services (Oct 2016). Paragraph (b) (1) shall read as follows: This clause applies to contracts that involve or may involve cloud services, including contracts for commercial items. If Seller proposes to use cloud computing services in the performance of the contract, Seller shall obtain approval from the Buyer prior to utilizing such cloud computing services in performance of the contract.

DFARS 252.246-7003 Notification of Potential Safety Issues (Jun 2013). This clause applies only if the transaction is for (1) parts identified as critical safety items; (2) systems and subsystems, assemblies, and subassemblies integral to a system; or (3) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.

DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c) (6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

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DFARS 252.246-7008 Sources of Electronic Parts (May 2018). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means Buyer's Authorized Procurement Representative. Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).

DFARS 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Jun 2013). This clause applies if Seller is a motor carrier, broker, or freight forwarder.

DFARS 252.247-7023 Transportation of Supplies by Sea (Feb 2019). This clause applies only if the supplies are of a type described in paragraph (b)(2) of the referenced clause. In paragraph (d), "45 days" is changed to "60 days." If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(h) apply. In paragraph (g) "Government" means Buyer. If the transaction is at or below the simplified acquisition threshold, paragraphs (f) and (g) are excluded.

3. **Governing Law.** This contract and any disputes arising out of, or relating to, this contract shall be governed by the laws of the State of Delaware without regard to the conflict of law rules thereof, provided that contract provisions that have been incorporated directly from or by express reference to the FAR or FAR supplements, including the DFARS, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government. This contract excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

4. **Relationship of the Parties.** The parties are conducting transactions arising out of this contract solely as independent contractors, and do not intend to create any other relationship between them.

5. **Waiver.** The failure of either party to enforce at any time any of the provisions of this contract shall not be construed to be a continuing waiver of any provisions hereunder, nor shall any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

6. **Entire Agreement.** This contract contains the entire agreement of the parties regarding the applicability of FAR and DFARS clauses to the Goods and transactions and supersedes any and all prior agreements, understandings and communications between them related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and agreed to by the parties.