IDS Terms and Conditions Supplier Flow down

Clause Number: Q011S Effective: 5/31/2006

SUPPLEMENTAL QUALITY REQUIREMENTS

1. Change in Quality Management Representative

Seller shall promptly notify Buyer's Authorized Procurement Representative and Supplier Quality Representative of intended or actual changes in the management representative with assigned responsibility and authority for its quality management system.

2. Change in Quality Management System

Seller shall promptly notify Buyer's Authorized Procurement Representative and Supplier Quality Representative in writing of intended or actual major change to its quality management system that may affect the conformity of its goods or services. Each change to Seller's quality management system is subject to review by Buyer.

Seller shall include, as part of the written notification of change to its quality management system, a list of changed procedures identified by revision level, a description of the intent of the changes and a signed statement that compliance with Buyer's quality system approval has not been diminished.

3. Change in Manufacturing Line, Facility Location or Process

Seller shall promptly notify Buyer's Authorized Procurement Representative in writing of intended or actual change to the manufacturing processes that may affect the quality of delivered goods and services. This includes changes to Seller's and Seller's subcontractors manufacturing facility location for the contracted goods or services, equipment, or processes for which the product was qualified.

Seller shall promptly notify Buyer's Authorized Procurement Representative in writing of change

to its quality control process that may affect the inspection verification of conformity or airworthiness. Notification shall document effect of change to inspection with respect to fit, form, reliability, function, conformity, airworthiness of the Seller's goods or services. Each change to Seller's quality control system is subject to review by Buyer.

4. Natural Disaster Occurrence

Seller shall promptly notify Buyer's Authorized Procurement Representative of any occurrence of natural disaster that diminishes Seller's ability to deliver conforming goods or services.IDS Terms and Conditions Guide Section Q

5. English Language

When specifically requested by Buyer, Seller shall make specified quality data and/or approved design data available in the English language.

Seller shall maintain an English language translation of (1) its quality manual, (2) the operating instructions that implement the quality manual requirements, and (3) an index of Seller's procedures that contain quality requirements. Buyer may require additional documentation to be translated, including but not limited to: shop orders, technical specifications, certificates, reports, and nonconformance documents.

6. Seller's Subcontractors

Seller shall impose all the aforementioned requirements on Seller's Subcontractors.

7. Seller's Change Notification Process

Seller shall document a process for notifying Buyer of intended or actual changes described in the aforementioned requirements.

Clause Number: Q019 Effective: 6/21/2004

APPROVED PROCESS SOURCE – DELIVERABLE DOCUMENTATION

Seller and / or Seller's subcontract process sources shall be an approved processor or shall use approved processors as required by D1-4426, "Approved Process Sources". A list of the approved processors and associated processes are available from Buyer's Procurement Agent or at http://www.boeing.com/companyoffices/doingbiz/d14426/index.html

This clause shall be included in Seller's subcontracts for work performed under this purchase contract that involves D1-4426 processes.

A Certificate of Conformance and / or equivalent Process Certificate, signed by an authorized agent of the Processor / Seller shall be included with shipping documentation (packing slip / invoice). The certificate shall include purchase contract number, part number(s), Trace Number (as applicable), Process Specification number w/revision, processing date(s) and name and address of the Processor(s) performing each of the D1-4426 Process(es).

Buyer approval of any processor shall not relieve Seller of Seller's requirement to comply with the terms of this purchase contract.

E223 Effective: 07/31/2012

SPECIAL TOOLING

Seller shall maintain a special tooling management process that complies with the requirements of D950-11059-1 BDS Seller Special Tooling Requirements Document, incorporated herein and made a part hereof by reference. Buyer reserves the right to conduct surveillance at Seller's facility to determine whether Seller's special tooling management process meets the requirements of this article. A copy of D950-11059-1 can be obtained at the following URL address:

http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html

Additional General Terms

1. ITAR REGISTRATION REQUIREMENTS. Seller shall comply with International Traffic in Arms Regulation §122.1, Registration requirements.

2.EXPORT LICENSING INFORMATION/OFFSHORE PROCUREMENT

a. This Contract, including any attachments or exhibits hereto, may contain information which is subject to the International Traffic in Arms Regulations (ITAR) or Export Administration
Regulations (EAR) which may not be released to foreign concerns or foreign persons either inside or outside the United States without first obtaining the proper export authority. Seller shall obtain an export license pursuant to the requirements set forth herein for any items that Seller either manufactures or subcontracts outside the U.S or before allowing access to any technical data by a 7

foreign person in the United States. If Seller is a "Foreign Person" (as defined by the International Traffic in Arms Regulations [ITAR] reference 22 CFR Sub-chapter M) the Seller shall, upon request of Buyer's Procurement Agent and without additional cost, provide such information as may be necessary to support Buyer's application for export license(s) covering any items ordered from Seller hereunder.

b. This Contract may contain defense related technical data. Buyer has obtained, or will obtain, the approval of the U.S. Government to furnish to Seller the data, and any other items hereunder requiring such approval, which are necessary for Seller to perform this Contract. U.S Government

approval is based upon the following ITAR requirements with which Seller agrees to comply:

(1) Seller shall use the technical data furnished by Buyer only in the manufacture of defense articles in accordance with this Contract.

(2) Seller shall not disclose or provide technical data furnished by Buyer to any person except authorized U.S. citizen, protected person, permanent resident alien (immigrant alien). If Seller is a "Foreign Person," it may also disclose or provide technical data furnished by Buyer to its employees who are citizens of the same country and qualified subcontractors in the same country which require the data in performance of the subcontracts.

(3) Seller shall not disclose or provide technical data furnished by Buyer to any foreign person either in the U.S. or abroad unless obtaining prior authorization directly from the U.S. Department of State Office of Defense Trade Controls (ODTC). ITAR defines a "foreign person" as any person who is not a U.S. citizen, permanent resident alien, or a protected individual as defined by 8 USC 1324B(a)(3). Foreign person also means a foreign corporation (corporation not incorporated in the U.S.), foreign government, and any agency or subdivision of foreign governments (i.e. diplomatic mission).

(4) Seller shall not acquire any rights in the data furnished by Buyer except to use it in the performance of this Contract. Seller also shall not convey to its qualified subcontractors any greater rights in the data than Seller has. Seller's qualified subcontractors shall only have the right to use the data as required in performance of their subcontracts.

(5) Seller shall deliver the defense articles manufactured in accordance with this Contract only to

Buyer or to the U.S. Government.

(6) Upon completion or termination of this Contract, Seller shall destroy or return to Buyer all technical data furnished to Seller by Buyer pursuant to this Contract. At Buyer's election, Buyer may direct Seller to return or destroy the data and may require Seller to certify in writing that Seller has complied.

(7) Seller shall impose these requirements, (1) through (7), suitably revised to identify the parties properly, on all of its subcontractors to which Seller intends to furnish technical data provided by Buyer for use by the subcontractors in performance of the subcontracts.

3.COUNTERFEIT GOODS

a. Seller shall not furnish to Buyer any Goods under this Contract that are "Counterfeit Goods," defined as Goods or separately-identifiable items or components of Goods that: (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, "OEM") item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes. b. Seller shall implement an appropriate strategy to ensure that Goods furnished to Buyer under this Contract are not Counterfeit Goods. Seller's strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the OEM's original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM; or (iii) test and inspection records demonstrating the item's authenticity.

c. Counterfeit Goods delivered or furnished to Buyer under this Contract are deemed nonconforming. If Seller becomes aware or suspects that it has furnished Counterfeit Goods to Buyer under this Contract, Seller promptly shall notify Buyer and replace, at Seller's expense, such Counterfeit Goods with OEM or Buyer-approved Goods that conform to the requirements of this Contract. Seller shall be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation 11 necessitated by the installation of authentic Goods after Counterfeit Goods have been replaced. The remedies contained in this article are in addition to any remedies Buyer may have at law, equity, or under other provisions of this Contract.

d. Seller bears responsibility for procuring authentic Goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this article.

4.MATERIAL SUBSTITUTION PROHIBITION

A. Unauthorized Material Substitution (General)

Unauthorized material substitutions are not permitted on Buyer's Goods. Unauthorized material substitution includes any deviation from the engineering definition of a raw material. Engineering definition includes Buyer design drawing and applicable specifications, product specification, form,

size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the engineering definition (and often described as approved material substitutions therein) do not constitute unauthorized material substitution. Terms and definitions for metallic materials and processing used herein are clarified in ARP1917.

Contact Buyer's Authorized Procurement Representative for details regarding deviations to authorized materials. Seller agrees and understands that such deviations only apply to this purchase contract, and only as indicated in the Buyer's authorized document.

B.Metallic Materials (Specific)

Temper or Condition Conversion - Unless specifically authorized by the engineering definition, conversion of a raw material (i.e. heat treat to change the temper or condition of the material) constitutes material substitution of the condition provided by the manufacturer.

Metallic Raw Materials – Buyer's engineering drawings may refer to obsolete or superseded specifications covering several forms, thicknesses, widths, etc. of the alloy or alloys. The required characteristics of these materials are defined not only by the objective test standards of the specification, but by the processes/methods by which this final form is achieved. These requirements are often captured in the definitions of the required material forms, and may not be explicitly called out in the detailed requirements. The raw material certification results from both the process used to make it and the tests to verify basic properties.

Seller shall ensure that metallic materials covered by current or obsolete/superseded specifications are produced using the standard industry practices designed strictly for the production of stock to the specified thickness, diameter, width or cross sectional 12

area, achieved by thermo-mechanical processing or casting process. Chemical, electrochemical and mechanical methods used for the removal of surface scale or contamination, or the production of the required surface finish, in accordance with the material specification are acceptable. Raw material must not be re-certified with respect to thickness, diameter, width or cross sectional area or product form. Machining or cutting of thicker product or other product forms shall not be supplied in lieu of specified product unless specifically authorized by Buyer. Raw material certifications for material or parts shall reflect the form and size of the raw material as originally manufactured by the raw material producer.

BCA Terms and Conditions contract flow down

A17

Revision Details

A. 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").

B. The Party conducting the export shall be responsible for obtaining the required authorizations. 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 ECCNs 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 Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.

A18 SELLER AGREES NOT TO MAKE ANY CHANGE IN MATERIALS OR DESIGN DETAILS WHICH WOULD AFFECT THE PART OR ANY COMPONENT PART THEREOF WITH REGARD TO (A) PART NUMBER IDENTIFICATION, (B) PHYSICAL OR FUNCTIONAL INTERCHANGEABILITY, AND (C) REPAIR AND OVERHAUL PROCEDURES AND PROCESSES AND MATERIAL CHANGES WHICH AFFECT THESE PROCEDURES WITHOUT PRIOR WRITTEN APPROVAL OF BOEING, AND WITHOUT REVISING THE PART NUMBERS AND THE ORIGINALS OF ALL DRAWINGS OR DATA. SELLER WILL ENSURE SUBCONTRACTS INCLUDE THE ABOVE REQUIREMENTS FOR SUPPLIER PART NUMBERED ITEMS, WHETHER SUCH EQUIPMENT IS SUPPLIED TO SELLER AS AN END ITEM OR AS A COMPONENT PART OF AN END ITEM.

A98

Revision Details

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.

Q09

Revision Details

SELLER SHALL MAINTAIN, ON FILE AT THE SELLER'S FACILITY, QUALITY RECORDS TRACEABLE TO THE CONFORMANCE OF PRODUCT/PART NUMBERS DELIVERED TO BOEING. SELLER SHALL MAKE SUCH RECORDS AVAILABLE TO REGULATORY AUTHORITIES AND BOEING'S AUTHORIZED REPRESENTATIVES. SELLER SHALL RETAIN SUCH RECORDS FOR A PERIOD OF NOT LESS THAN (10) TEN YEARS FROM THE DATE OF SHIPMENT UNDER EACH APPLICABLE ORDER FOR ALL PRODUCT/PART NUMBERS UNLESS OTHERWISE SPECIFIED ON THE ORDER.

AT THE EXPIRATION OF SUCH PERIOD, BOEING RESERVES THE RIGHT TO REQUEST DELIVERY OF SUCH RECORDS. IN THE EVENT BOEING CHOOSES TO EXERCISE THIS RIGHT, SELLER SHALL PROMPTLY DELIVER SUCH RECORDS TO BOEING AT NO ADDITIONAL COST ON MEDIA AGREED TO BY BOTH PARTIES. Boeing requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.

Q13 <u>Revision Details</u> SELLER MUST PROVIDE EVIDENCE OF ACCEPTANCE BY ITS QUALITY ASSURANCE DEPARTMENT ON ALL SHIPMENTS. (A) CERTIFIED PHYSICAL AND METALLURGICAL TEST REPORTS WHERE REQUIRED BY CONTROLLING SPECIFICATION, OR (B) A SIGNED OR STAMPED, DATED STATEMENT ON THE PACKING SHEET CERTIFYING ITS QUALITY ASSURANCE DEPARTMENT HAS INSPECTED THE PARTS AND THEY ADHERE TO ALL REQUIREMENTS, APPLICABLE DRAWINGS AND/OR SPECIFICATIONS.

Boeing requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.

Q29

Revision Details

SELLER SHALL MAINTAIN CERTIFICATION, OBTAINED FROM AN ACCREDITED CERTIFICATION BODY, TO AS/EN/JISQ 9100, QUALITY MANAGEMENT SYSTEMS AEROSPACE REQUIREMENTS, AS MAY BE REVISED FROM TIME TO TIME. BOEING (BUYER) RESERVES THE RIGHT TO MAKE FINAL DETERMINATION REGARDING SELLER COMPLIANCE TO QUALITY MANAGEMENT SYSTEM REQUIREMENTS. SELLER SHALL COMPLY WITH THE REQUIREMENTS OF FORM X31764 (REVISED 07/01/2013), BOEING QUALITY PURCHASING DATA REQUIREMENTS AVAILABLE AT THE FOLLOWING URL ADDRESS. WHEN ENTERING URL - (PLEASE DO SO IN LOWER CASE LETTERS ONLY): http://www.boeingsuppliers.com/

Seller shall also perform First Article Inspections (FAIs) in accordance with AS/EN/SJC 9102.

Q31

Revision Details

This procurement is under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 quality system supplier control program.

THE SELLER WILL PLACE THE FOLLOWING STATEMENT WITH ALL SHIPMENTS:

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.

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 applicable sub-tier supply chain.

S68

REPRESENTATIVES OF BOEING AND/OR THE FEDERAL AVIATION ADMINISTRATION (IF NON DOMESTIC, BOEING AND/OR THE FEDERAL AVIATION ADMINISTRATION AND/OR EQUIVALENT GOVERNMENT AGENCY) MAY INSPECT AND EVALUATE SELLER'S FACILITIES' SYSTEMS, DATA, EQUIPMENT, PERSONNEL AND ALL COMPLETED ARTICLES MANUFACTURED FOR INSTALLATION ON BOEING COMMERCIAL PRODUCTION AIRPLANES.

Boeing requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.

R06

Revision Details

ALL MANUFACTURING AND INSPECTION PROCESSES WHICH ARE CONTROLLED BY D1-4426, "BOEING APPROVED PROCESS SOURCES" SHALL BE PERFORMED ONLY BY SOURCES SPECIFIED IN THE DOCUMENT. IF YOU ARE NOT PRESENTLY ON DISTRIBUTION FOR THE DOCUMENT, A COPY MAY BE OBTAINED BY CONTACTING THE PROCUREMENT REPRESENTATIVE WHOSE NAME APPEARS ON THE FACE OF THIS ORDER.

Boeing requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.

T88

Revision Details

[Warning statements for products manufactured with ozone depleting chemicals, as required by the Clean Air Act of 1990, section 611, 40 C.F.R., part 82, should not be applied directly to the parts or items. All such statements are to be included in a separate writing such as the bill of lading, shipment papers or any other proper notification that complies with the listed regulation. Fire suppression systems, and chemicals or chemical compounds shall have the warning statement applied directly to the product.]

The required Federal wording for the warning is:

THE PRODUCT(S) TO BE DELIVERED UNDER THIS CONTRACT MAY CONTAIN OR BE MANUFACTURED USING CLASS I AND/OR CLASS II OZONE DEPLETING SUBSTANCES AND THE FOLLOWING WARNING STATEMENT SHALL APPLY TO SUCH PRODUCTS(S):

WARNING: MANUFACTURED WITH OR CONTAINS CFC-11, 12, 13, 111, 112, 113, 114, 115, 211, 212, 213, 214, 215, 216, 217; HALONS 1211, 1301, 2402;

CARBON TETRACHLORIDE;

METHYL CHLOROFORM and all isomers except 1,1,2-trichloroethene; methyl bromide;

CHFBr2, HBFC-2201, CH2FBr, C2HFBr4, C2HF2Br3, C2HF3Br2, C2HF4Br, C2H2FBr3, C2H2F2Br2, C2H2F3Br, C2H3FBr2, C2H3F2Br, C2H4FBr, C3HFBr6, C3HF2Br5, C3HF3Br4, C3HF4Br3, C3HF5Br2, C3HF6Br, C3H2FBr5, C3H2F2Br4, C3H2F3Br3, C3H2F4Br2, C3H2F5Br, C3H3FBr4, C3H3F2Br3, C3H3F3Br2, C3H3F4Br, C3H4FBr3, C3H4F2Br2, C3H4F3Br, C3H5FBr2, C3H5F2Br, C3H6FBr;

HCFC-21, 22, 31, 121, 122, 123, 124, 131, 132b, 133a, 141b, 142b, 151, 221, 222, 223, 224, 225ca, 225cb, 226, 231, 232, 233, 234, 235, 241, 242, 243, 244, 251, 252, 253, 261, 262, 271 and all isomers;

SUBSTANCES WHICH HARM PUBLIC HEALTH AND ENVIRONMENT BY DESTROYING OZONE IN THE UPPER STRATOSPHERE.

IT IS AGREED THAT THE ABOVE WARNING STATEMENT SATISFIES THE REQUIREMENTS OF THE CLEAN AIR ACT AMENDMENTS OF 1990 (SECTION 611), TITLE 40 CFR PART 82. ACCORDINGLY, NO OTHER LABELING METHOD SHALL BE USED TO SATISFY SUCH REQUIREMENTS. NON-U.S. SUPPLIERS SHALL INCLUDE WITH EACH BILL OF LADING THE FOLLOWING STATEMENT:

'YOU ARE HEREBY ADVISED THAT PRODUCTS TO BE DELIVERED UNDER THIS PURCHASE DOCUMENT MAY BE MANUFACTURED WITH OR CONTAIN AN OZONE DEPLETING SUBSTANCE AND THE FOLLOWING WARNING STATEMENT SHALL APPLY TO SUCH PRODUCTS(S): WARNING: MANUFACTURED WITH OR CONTAINS CFC-11, 12, 13, 111, 112, 113, 114, 115, 211, 212, 213, 214, 215, 216, 217; HALONS 1211, 1301, 2402; CARBON TETRACHLORIDE; METHYL CHLOROFORM and all isomers except 1,1,2-trichlorothene; CHFBr2, HBFC-2201, CH2FBr, C2HFBr4, C2HF2Br3, C2HF3Br2, C2HF4Br, C2H2FBr3, C2H2F2Br2, C2H2F3Br, C2H3FBr2, C2H3F2Br, C2H4FBr, C3HFBr6, C3HF2Br5, C3HF3Br4, C3HF4Br3, C3HF5Br2, C3HF6Br, C3H2FBr5, C3H2F2Br4, C3H2F3Br3, C3H2F4Br2, C3H2F5Br, C3H3FBr4, C3H3F2Br3, C3H3F3Br2, C3H3F4Br, C3H4FBr3, C3H4F2Br2, C3H4F3Br, C3H5FBr2, C3H5F2Br, C3H6FBr; HCFC-21, 22, 31, 121, 122, 123, 124, 131, 132b, 133a, 141b, 142b, 151, 221, 222, 223, 224, 225ca, 225cb, 226, 231, 232, 233, 234, 235, 241, 242, 243, 244, 251, 252, 253, 261, 262, 271 and all isomers; SUBSTANCES WHICH HARM PUBLIC HEALTH AND ENVIRONMENT BY DESTROYING OZONE IN THE UPPER STRATOSPHERE.'

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.