

# **SHIPPING & MATERIAL CLAUSES**

<b>PPI Clause</b>	<b>Clause Name</b>	<b>Clause Text</b>
S1A	ACCEPTANCE OF MATERIAL PRIOR TO SCHEDULE DATE	Items delivered more than ten (10) days prior to the Purchase Contract/Order item delivery schedule at Buyer's discretion, be returned to Seller. Seller will be charged shipping costs and Buyer's handling costs for returning the shipment. Shipments received more than ten days early will be counted against Seller's on-time delivery performance rating.
S1B	EBC PREFERRED SUPPLIER GRACE PERIOD	<p>Seller will use its best efforts to deliver per Seller's contractual commitment date as set forth in the Purchase Order/Contract in order to support Boeing's requirements. Seller shall immediately notify Boeing's Purchase Representative if Seller intends to deliver after the contractual commitment date.</p> <p>This clause, when applied, allows a three (3)-calendar day grace period after the Purchase Order/Contract completion schedule without Seller Performance Rating penalty.</p>
S1C	DELIVERY STRETCH-OUT	Seller agrees that in the event Buyer finds it necessary to direct stretch-outs in equipment deliveries under this contract, any such stretch-outs in equipment delivery schedules will be accomplished by seller at no increase in contract price, provided that such stretch-outs in delivery schedules not exceed 4 months on this for this contract.
S2A	EARLY DELIVERY NOT AUTHORIZED	The Seller is prohibited from effecting shipment more than ten (10) days in advance of the need dates identified in this Purchase Contract (PC) without prior written consent of the Buyer via Purchase Contract Change (PCC). Shipments received more than ten days early will be counted against Seller's on-time delivery performance rating.
S2B	ACCELERATED DELIVERY DESIRED	Accelerated delivery to the greatest extent possible in advance of the Contractual On Dock Schedule is desired. Any accelerated delivery will be at no additional expense to the Buyer or its Customer. Notwithstanding anything to the contrary elsewhere in this contract, the payment-due date for deliveries made in accordance with this clause shall be computed from the latest of the actual delivery date, or the date of receipt of a correct invoice (if applicable).
S2C	AUTHORIZATION FOR EARLY SHIPMENT	Buyer agrees to accept shipment up to 30 days prior to delivery dates set forth in this contract. Shipments more than 30 days in advance of the delivery dates set forth in this contract require the written approval of Buyer's procurement agent.

S3A	COMMERCIAL BILL OF LADING (FREIGHT PREPAID)	Shipments shall include a commercial bill of lading (CBL) and/or Seller's equivalent bill of lading and, if applicable, any other required shipping document(s). Freight charges are Seller's responsibility.
S3B	ADVANCED SHIPPING NOTICE / BAR CODED SHIPPING LABELS	<p>Seller shall provide, with each container shipped under this contract, an Advanced Shipping Notice (ASN). For each container shipped, the Seller shall provide two (2) readable copies of the ASN barcode as follows:</p> <ul style="list-style-type: none"> <li>a. One (1) copy is to be securely affixed to the outside of each container.</li> <li>b. One (1) copy is to be loose inside each container</li> </ul> <p>Non-conforming shipments are subject to rejection and repackaging at Seller's expense. Instructions and guidelines related to the ASN process can be found on the Boeing Supplier Portal. To access, select the 'Enterprise ASN Instructions' hyper-link under the header 'Exostar Resources'.</p> <p>On all unit loads and transport packages shipped to Buyer under this contract, seller will use bar-coded shipping labels as specified in MRC-3.301-1.</p> <p>Seller shall provide bar coded shipping labels, pursuant to Information Technology Standard MRC 3.301-1, on all goods, items, and packages shipped to Buyer.</p>
S3C	SHIPMENTS UNDER GOVERNMENT ENTITY	<p>1. Seller shall provide the following information to Boeing Order/Delivery Management department by email to <a href="mailto:DD250submittalrequest@Boeing.com">DD250submittalrequest@Boeing.com</a> at least ten (10) days prior to shipment. Buyer will utilize the following information to initiate and submit a Receiving Report in WAWF/iRAPT.</p> <p><b>NOTE: In the subject line of the email please use this format: "Clause C517 – Request for Receiving Report" and include the Purchase Contract Number and Line Item Number.</b></p> <ul style="list-style-type: none"> <li>a) Prime Contract Number</li> <li>b) Prime Contract Delivery Order Number</li> <li>c) Purchase Contract Number</li> <li>d) Purchase Contract Line Item Number</li> <li>e) Part Number</li> <li>f) Quantity Shipping</li> <li>g) First Article Inspection (FAI) Paperwork (if required by Purchase Contract)</li> <li>h) Certificate of Conformance (CoC) Paperwork (if required by Purchase Contract)</li> <li>i) UID Number/Serial Number (if required by Purchase Contract)</li> </ul>

		<p>j) RFID Number (Reference Carrier Tracking and Shipping (CTS) Packaging Instructions per D37522-6-d-1, Suppliers/Boeing Components Requirements Document for Packaging &amp; Packing of Spare Parts for Direct Shipment; SECT. NO. 6-D-1.5.5, Item Description, Marking, and Age Control Provisions)</p> <p>k) Supplier CAGE Code and Ship From Address (when parts are shipping from Seller’s facility)</p> <p>l) Packaging House CAGE Code, Name, and Ship From Address (as applicable)</p> <p>m) Does Seller have access to DLA Distribution DSS / Vendor Shipment Module (VSM), (Yes / No)? If “No”, provide the point of contact Buyer should notify for VSM.</p> <p>n) Are Pack &amp; Preservation instructions included in the CTS system, (Yes / No)? If “No”, provide the point of contact Buyer should notify when Pack &amp; Preservation data has been updated in CTS.</p> <p>2. Boeing Order/Delivery Management department shall notify Seller by email when the Receiving Report has been submitted in WAWF/iRAPT and provide a copy of the submitted Receiving Report. This Receiving Report shall serve as Seller’s authorization to ship direct to Buyer’s Customer. Two copies are required to be included with the shipment. <b>Non-compliance may result in the shipment being returned to Seller at Seller’s expense.</b></p> <p>3. After Seller receives the Receiving Report from Buyer, Seller shall arrange for a U.S. Government bill of lading through VSM at <a href="https://vsm.distribution.dla.mil/net/secure_default.aspx">https://vsm.distribution.dla.mil/net/secure_default.aspx</a> to ship the part(s). Once the part(s) are shipped, Seller shall submit a copy of the Receiving Report with the bill of lading information and a copy of the packing slip to the following email address: <a href="mailto:SupplyServicesSparesDelivery@boeing.com">SupplyServicesSparesDelivery@boeing.com</a> and Buyer’s Authorized Procurement Agent.</p> <p>4. Seller shall comply with Direct Ship Instructions per MDA Report P.S.1352 and Packaging Instructions per D37522-6-D-1, which can be accessed through CTS.</p>
S4	ADDITIONAL SHIPPING INSTRUCTIONS	<p>Purchase order or in the documentation accompanying the item shall be included on all of Seller’s shipping documents for that item. No payment under this contract shall be due until the shipping documents received by Buyer for the purchased or repaired item includes the correct Internal Order Number and if applicable a National Stock Number (or equivalent).</p> <p>No Over/ Under shipments are allowed on this order without prior written authorization from customer.</p>
S4A	SPECIAL SHIPPING INSTRUCTIONS	<p>See the Purchase Order/Contract for special shipping instructions. If direct/drop shipment is indicated, the items ordered on this Purchase Order/Contract are sold to The Boeing Company, Boeing Commercial Airplanes, 2401 E. Wardlow Road, Long Beach, California 90807, and Seller shall comply with the following additional requirements:</p>

	<p>1. All shipments must not ship sooner than 3 days before sellers commit date, unless purchase order has shipping clause 5002 attached.</p> <p>2. Reference Boeing's customer name, Purchase Order/Contract number, Boeing's Purchase Order and the applicable line item of the Purchase Order/Contract on all shipping documents.</p> <p>3. Do not reflect Boeing's procurement price/cost on shipping documents.</p> <p>4. Include with shipping documents verification of inspection, serial number and other identifying information, if available, following accomplishment of Source Inspection or FAA inspection, as applicable, at Seller's facility if such inspection is required by the Purchase Order/Contract.</p> <p>5. Seller must adhere to all packaging requirements of DPS 3.313, "packaging Commercial Spare Parts &amp; Materials for Distribution" or D37522-6, "Supplier Packaging" for all direct/drop shipments. If assistance is required for compliance, please contact Boeing Packaging Engineering at (714) 934-0314.</p> <p>**Ask for a Packaging Engineer</p> <p>6. Seller to assume all shipments are via ground method, unless otherwise directed by Boeing.</p> <p>7. Transmit Bill of Lading and packing sheet numbers within 4 hours to the following address:</p> <p>THE BOEING COMPANY</p> <p>12200 MONARCH STREET, DOCK DOOR B  GARDEN GROVE, CA 92841  ATTN: Receiving Department D0GG-C621(Building 52-122 )</p> <p>Seller shall provide one (1) electronic or faxed copy of all shipping documents to Boeing at the above address immediately thereafter. Electronic copies can be e-mailed to <a href="mailto:SPARESRECEIVING@boeing.com">SPARESRECEIVING@boeing.com</a> or Fax copies to (714) 934-0315.</p> <p>8. For assistance in shipping to Boeing's customer or their noted freight forwarder, as indicated on the</p>
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		<p>Purchase Order/Contract, contact the Boeing SSG Supply Chain Logistics Department</p> <p>GGDC SCL Call Center: Telephone: (714) 934-0357 / Group Mailbox:  <a href="mailto:LADCTRAFFIC@boeing.com">LADCTRAFFIC@boeing.com</a></p>
S4B	Special F.O.B Information	If F.O.B. is other than "origin" or "destination," see the Purchase Order/Contract for F.O.B. information.
S5A	SHIPMENTS TO D37522-6 / SUPPLY CHAIN LOGISTICS	<p>Seller shall pack the Goods to D37522-6, "Supplier Packaging" instructions.</p> <p>Note: D37522-6 Supplier Packaging Instructions is available via the My Boeing Fleet (see MBF) portal, e-Enabled Supply Chain Management (see eSCM) portal or a hardcopy copy from the On-Demand Print (ODP).</p> <p>Seller shall pack the goods exported from the U.S. to international destination in accordance with applicable ISPM-15 regulations.</p> <ul style="list-style-type: none"> <li>a) The shipping documents will describe the material according to the applicable classification and/or tariff. (All U.S. export documents and AES filing will be created and processed by Boeing SSG Supply Chain Logistics when The Boeing Company is considered to be the USPPI).</li> <li>b) A shipment containing Dangerous Goods and non-Dangerous Goods must have separate packing sheets for the Dangerous Goods and non-Dangerous Goods.</li> <li>c) Shipments by Seller or its subcontractors must include packing sheets containing Procurement Agent's Purchase Order/Contract number, line item number, description and quantity of Goods shipped, part number or size, if applicable, and appropriate evidence of inspections.</li> <li>d) Originals of all Government bills of lading will be surrendered to the origin carrier at the time of shipment.</li> <li>e) The total number of shipping containers will be referenced on all shipping documents.</li> </ul>

		<p>f) Seller will mark each shipping container with the purchase order or contract number.</p> <p>Clause C302 is referenced seller shall perform the following:</p> <ol style="list-style-type: none"> <li>1. Primary packaging of parts shall consist of the following unless a more specific requirement is incorporated in this contract by another special condition: <ol style="list-style-type: none"> <li>a) Pack each contract line item's part(s) in a four (4) mil or greater clear plastic bag or vacuum-packed bag so that the part number is visible and quantity can be verified.</li> </ol> </li> <li>2. Packaging variances for Parts Delivered by a Local Conveyance: This variance applies to packaging and identification for those parts that are delivered by Seller-owned conveyance or by a local cartage company. The above requirements shall be followed except as noted in this section. <ol style="list-style-type: none"> <li>1. A recloseable feature for shipping containers is optional.</li> <li>2. Containers are permitted to be open, but parts must be secured to prevent damage or loss during transit.</li> </ol> </li> <li>3. Each contract line item's parts that exceed sixty-four (64) cubic inches in volume or one (1) pound in weight shall be packaged individually. If such part is less than 64 cubic inches and less than 1 pound they may be packaged in multiples in one plastic bag or shipping container.</li> </ol>
S5B	PACKAGE, MARKING & SHIPPING TO D37521-1/D37522-1	<p>Seller shall package, mark, and ship the goods ordered under this contract in accordance with document D37521-1.</p> <p>If clause C60 is reference see D37522-1 for packaging instructions.</p> <p>Clause C402 is referenced Seller will mark all shipping documents and containers with the Purchase Contract/Order number and if identified, the government contract number as specified in the Buyer Purchase Contract/Order. When effecting consolidated shipments, the outside shipping container will not be marked with the government order number.</p>
S5C	QUP PACKAGING INSTRUCTIONS	<p>Quantity per Unit pack (QUP) is each with an exception of "expendables". Low dollar expendable items upon discretion of packaging expertise may be assigned a QUP of more than one and packaged in quantities standard in the trade, but shall not exceed the amount of \$200.00 for the applicable part.</p>

		Note: For Clause 308L see customer portal for proper preservation instructions.
S5D	DELIVERY, NOTICE OF DELAY, PACKAGING & SHIPMENT	<p>Seller will strictly adhere to the delivery and completion schedules specified in this Contract.</p> <p>These delivery dates are the Buyer's "on-dock" dates (not shipping dates). Part of the Buyer's supplier rating system is based upon the compliance with delivery date(s).</p> <p>Seller is responsible for selecting packaging methods and materials, except Styrofoam and similar packaging materials or shredded "confetti" paper, which provide adequate protection at minimum cost. Packaging methods and material selected should consider, as a minimum, fragility, part composition, surface finish, size, weight and transportation mode. Packaging specified or referenced in this Contract must be adhered to unless written deviation is authorized by Buyer. Nonconforming packaging is subject to rejection or repackaging at Seller's expense. Questions concerning these packaging instructions are to be directed to the Buyer. Any change in price, terms or conditions must be approved by the undersigned Buyer's procurement agent prior to implementation.</p> <p>Each Contract item must be packaged and identified separately. If the part number consists of more than one component, then each component shall be packaged in a single container. Markings on primary packaging must include the part number, nomenclature and quantity. If applicable, include serial number, lot number and cure date. DO NOT combine items from different Contracts in the same shipping container.</p> <p>All containers are subject to material inspection and should provide a re-closeable feature.</p> <p>Loose fill packaging material, e.g., plastic peanuts or shredded paper, is prohibited unless contained in polyethylene bag or similar method.</p> <p>Two or more shipping containers and/or a total weight exceeding 150 pounds must be combined into a unitary load. The limit size of unitary loads in 50" overall height, 42" X 48" pallet (double deck construction) and a maximum 4" overhang on any side. Unitary loads must be properly stacked and bound (i.e., efficient stacking pattern) and bound by stretch wrap. Containers over 150 pounds and/or 60" and up footprint must integrate a 4-way entry skid permitting the use of standard material handling equipment.</p> <p>Seller must provide legible packing slips, located in a conspicuous and easily accessible place on the inside of the shipping container, unitary or pallet loads. For shipments originating outside the United States, Seller must provide two (2) copies of a legible packing slip inside the box. All associated</p>








		<p>paperwork (i.e., certifications, test reports, MRD's, etc.) must be located with the packing slips.</p> <p>In addition, one copy of the packing slip must be in a conspicuous and easily accessible place on the outside of the shipping containers or unitary loads. Each shipping container shall be identified with the address, Contract number, item number(s) and part number.</p> <p>Except as specifically authorized by this Contract, Buyer shall not be responsible for payment of goods delivered by Seller, which are in excess of the total quantity ordered. Upon receipt of any excess quantity, the Buyer will notify Seller of the over shipment and allow 48 hours for Seller's determination of whether Seller will:</p> <ul style="list-style-type: none"> <li>A. Pick up the excess material at Buyer's facility;</li> <li>B. Authorize packing and return shipment at Seller's expense (if Seller elects to have material returned), Buyer's minimum charges for repackaging and shipping will be \$250.00; or</li> <li>C. Permit Buyer to retain such goods at no cost to Buyer.</li> </ul> <p><b>This Clause C130M shall take precedence over General Provisions Packing and Shipping instructions should a conflict between Clause C130M and the General Provisions arise.</b></p>
S5E	PACKAGING- PROCUREMENT SPECIFICATION 27M100	The goods and services supplied under this contract shall be cleaned and packaged in accordance with Boeing Procurement Specification 27M100 when specified by a 30M Supplement, a 7M/ST7M/K7M part definition document, a 27M Procurement Specification, and/or a SPECO (Specification Outside Processing).
S5F	STANDARD SHIPPING & PACKAGING	<p>The supplier shall incorporate best commercial standard practices for packaging and preservation (wrapping, padding, capping, forming, etc.) of ALL articles to prevent damage during shipment applying to this purchase order. Each package will be permanently and legibly marked with the purchase order number, manufacture's name and packing sheet number.</p> <p><b>MD Helicopters</b> Product must be packaged to protect the product from transit damage. The use of staples, clips and loose fill polystyrene (peanuts) is prohibited (to comply with MDHI's FOD protection requirements). ESD protection made of static dissipating material is required for electronic products. Skins must be shipped in wooden crates to prevent shipping damage. MDHI reserves the right to return product that is not packaged per these requirements or other packaging requirements identified on drawings or buy</p>

		<p>plans.</p> <p><b>L3 Customer</b>  All wood packaging will meet the requirements of ISPM 15 - Regulation of Wood Packaging Material and International Trade and be identified per the document AS FOLLOWS:  All Non-Manufactured Coniferous wood (Soft woods from Coniferous trees and Hard woods from Non-Coniferous trees), Shall be treated to ensure the wood is BUG free. Material shall be Heat Treated (HT) Material Certified by an Accredited Agency and Recognized by the American Lumber Standards Committee (ALSC) and Marked with the HT Stamp. HT Lumber is lumber that has been heated to 56 Degrees C (Core Temperature) for 30 Minutes and Marked with the appropriate Quality Mark. The Material may also be Fumigated (MB) with Methyl Bromide. The ALSC approved markings for Boxes and Crates shall be placed on both ends of the outer packaging between the End Cleats for End Battens in at least ONE INCH HIGH letters. Marks may be placed above required MIL-STD-129 Markings. Internal Blocking and Bracing must comply also and be marked if at all possible. For the product imported by a domestic supplier from an international source, it is the sole responsibility of the domestic source to ensure that this standard (ISPM 15) is met.</p> <p>Vought / Triumph Requirements  Seller shall, unless otherwise stated in the Order, prepare and package all Products in accordance with the requirements set forth in Buyer’s Packaging and Packing Requirements Manual. Damage resulting from failure to comply with such requirements will be charged to Seller.</p> <p>Shipping terms shall be as designated on the face of the Order. Seller must ship strictly in accordance with the instructions and requirements set forth in Buyer’s Shipping Requirements Manual and Buyer’s Traffic Routing Guide. Unless otherwise directed by Buyer, if an Order is labeled for OTMS delivery, Seller shall process all deliveries through and comply with all instructions and requirements of Buyer’s Order/Transportation Management System (“OTMS”). OTMS can be accessed from Buyer’s Supplier Website under Shipping Information, Business Unit Shipping Information, Triumph Aerostructures – Vought Aircraft Division, Link to OTMS System. When using OTMS, Seller must include the OTMS generated Approval to Ship (ATS) number on its invoice in lieu of a shipper number or packing slip number.</p> <p><b>Boeing Customer</b></p> <p>Seller shall ship in accordance with the instructions set forth below and the specific routing terms contained in this PO/Contract (see “Ship Via”).</p> <ol style="list-style-type: none"> <li>1. Shipping instructions within the MDC PO/Contract apply to all shipments (except those on</li> </ol>
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		<p>Government Bill of Lading or those under Seller's responsibility) consigned to our California facilities (Carson, Long Beach, Palmdale or Torrance); and to our facility in Macon, Georgia; and to our Contractor Operated Storage Sites (COSS) at Charleston AFB, South Carolina; and Edwards AFB, California.</p> <ol style="list-style-type: none"><li>2. All items shipped in one day must be consolidated on one collect Bill of Lading or Airbill, unless directed otherwise. Prepay and add is not authorized. Supplier invoices with freight added will be assessed \$50.00 to cover our processing cost. (Exception: authorized United Parcel Service [UPS] shipments.)</li><li>3. Surface shipments (not individual packages) weighing 150 pounds or less and meeting United Parcel Service (UPS) restrictions must be forwarded via UPS.</li><li>4. Note: Air shipments must be forwarded on Second Day Service Request unless otherwise authorized by MDC personnel.</li><li>5. Unauthorized deviations incurring excessive freight charges will be debited to the Seller.</li><li>6. Do not insure or declare value on any shipment unless specifically directed to do so.</li><li>7. Where rates are dependent upon declared or released valuation, your Bill of Lading or Airbill must state the value which will provide the lowest rate.</li><li>8. Material must be described on shipping documents (Bill of Lading or Airbill) in accordance with the applicable classification and/or tariff.</li><li>9. Indicate PO/Contract number(s) and total number of containers on all shipping documents. Label each container with the PO/Contract number and the number with each container represents to the total to be shipped (i.e., Box 1 of 6).</li><li>10. Mail original Bill of Lading or Airbill (or a legible copy) To: MDC, 2401 E. Wardlow Rd., Long Beach, CA 90807; ATTN: Traffic and Customs, C1-F41 (56A-21).</li><li>11. Failure to use carriers specified may result in your being responsible for loss or damage in transit.</li><li>12. Shipments weighing in excess of 10,000 pounds or over-dimensional and requiring special equipment (i.e., air ride, electronic van, or heavy haul trailers), contact MDC Transportation at (310) 593-5700.</li><li>13. If unable to comply with these instructions or for any inquiries or special instructions, contact the Traffic &amp; Customs Department, (310) 593-5700.</li></ol>
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S5G	LMI SHIPPING REQUIREMENTS	<p>When a packaging specification or direction is not provided by the engineering drawings, specifications or Purchase Order, the packaging shall be in accordance with:</p> <ul style="list-style-type: none"> <li>a. Commercial: ASTM-D3951, Standard Practice for Commercial Packaging</li> <li>b. Military: MIL-STD-2073-1D, Standard Practice for Military Packaging</li> </ul> <p>Supplier shall provide a Packing Sheet for each separate shipment that includes as a minimum:</p> <ul style="list-style-type: none"> <li>a. Supplier's name and address</li> <li>b. Buyer's Purchase Order number, change order number and applicable line item number</li> <li>c. Part number and quantity</li> <li>d. Applicable engineering drawing revision levels and engineering drawing changes (ADCN, EO, etc.) as stated on the Buyer's Purchase Order or subsequent Purchase Order revision</li> </ul> <p>Foreign Suppliers shall additionally provide:</p> <ul style="list-style-type: none"> <li>a. Custom's Declaration Letter</li> <li>b. Declaration of Origin</li> </ul> <p>A bar coded shipping label is required to be affixed on the outside of each package shipped to LMI. Use Code 39 bar code font, with no start/stop characters. The following items are an explanation of the requirements and a sample bar code label:</p> <ul style="list-style-type: none"> <li>a. LMI Purchase Order number: Usually a letter followed by five numbers</li> <li>b. Line Item: Usually three or four digits. The fourth digit (usually a letter) is used on non - reoccurring items and it indicates the PO line item type</li> <li>c. Part Number: Part number as reflected on the PO</li> <li>d. Quantity: Reflects how many items are in the package</li> <li>e. Shipment Number: Indicates if this is a first, second, third, etc. shipment against a specific PO</li> <li>f. Box        of        for the PO/Line Item being shipped</li> </ul>
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		<p><b>Sample Bar Coded Label</b></p> <p>From: Supplier Name To: LMI Aerospace</p> <p>Address Address of Delivery Location City, State, Zip City, State, Zip</p> <p>LMI Purchase Order Number: 012345</p>  <p>Item Number: 001T</p>  <p>Part Number: 00222112211222</p>  <p>Quantity: 5 Shipment Number: 1</p>   <p>Box 1 of 3</p>
S6	EVALUATION & AUTHORIZATION OF CHEMICAL COMPLIANCE	<p>If raw materials, parts or assemblies contain substance of very high concern (SVHCs) as prescribed by EU Directive EC No. 1907/2006, Registration, Evaluation and Authorization of Chemicals, identification shall be included with the shipment. This identification should list the SVHC-designated chemicals present in the purchased article and the conditions under which handling precautions should be taken.</p>
S7	MANUFACTURERS / CONTENT IDENTIFICATION	<p>Seller shall identify on all test reports and certifications or (if test reports and certifications are not required) on all shipping documents, the manufacturer of materials that are furnished under this Purchase Order/Contract. The material shall bear the identification of the manufacturer when the material is under approved source control.</p> <p>Items contained herein shall be identified with the same part number as noted in the item description section of the Purchase Order/ Order. Seller shall physically identify, tag or individually bag parts with the appropriate identification. In case of bulk shipments, seller shall package in accordance with seller's standard quantity per package.</p> <p>Clause C404 is referenced Seller shall identify each unit delivered hereunder by rubber stamping Seller's name close to the part number appearing thereon and, further, shall identify each such unit in accordance with McDonnell Process Specification 16001.</p>
S8	PACKAGING SLIP	<p>Pack slip/ duplicate document required for receipt / payment processing. The following information must be referenced on every pack slip:</p> <ol style="list-style-type: none"> <li>1. Suppliers name, Address &amp; phone number</li> <li>2. Customer purchase order number</li> <li>3. Date parts shipped</li> <li>4. Total quantity shipped &amp; total quantity in each container</li> </ol>

		<ol style="list-style-type: none"> <li>5. Part number shown on the purchase order</li> <li>6. Bill of lading ( required on direct shipments)</li> <li>7. Legible pack slip number</li> <li>8. Description/ nomenclature</li> <li>9. Customer purchase order number and / or position number</li> <li>10. Unit of measure</li> <li>11. Sold to &amp; / or ship to as applicable</li> <li>12. Warranty data &amp; certification data as applicable</li> </ol> <p>Shipping Container</p> <ol style="list-style-type: none"> <li>1. Name &amp; address of consignee</li> <li>2. Name &amp; address of consigner</li> <li>3. customer purchase order number</li> <li>4. Part number as shown on the purchase order</li> <li>5. Quantity of parts in container</li> <li>6. Box number</li> <li>7. Precautionary handling, labeling or marking as required</li> <li>8. Country of origin is required from a Non-U.S Source</li> <li>9. Multiple boxes with same pack slip must reference (1 of 3, 2 of 3) etc.</li> </ol>
S9A	DISTRIBUTION INSTRUCTIONS FOR SHIPPING DOCUMENTS	<p>Distribution of shipping documents shall be made in accordance with MCAIR Report PS1352, Direct Shipping Instruction Manual.</p> <p>Shipments shall be accompanied with Buyer’s designated shipping documents or Seller's equivalent commercial shipping documents. Do not ship items to Buyer. Destination codes, stock numbers and other elements of shipping instructions needed to complete a commercial shipper will be provided in writing by the Buyer. In the event an item is ready for shipment but appropriate shipping instructions have not been received, Seller is required to contact the buyer who signed this order for instructions.</p>
S9B	MILSTRIP REQUISITION NUMBERS	Milstrip requisition numbers must appear on the shipping document.
S9C	TATA SHIPMENT INSTRUCTIONS	<p>Dispatch documents shall be as required and instructed by SQR on site when required.</p> <p>The regular order shall be packed safely to protect parts from movement. Prevent damagers during</p>

		<p>transport. Adequate support shall be provided to parts that are flexible and vulnerable due to lifting and loading patterns or mechanisms as required.</p> <p><b>Note: if applicable for suspected parts (as declared by SQR) shall be separately packed. This box/ container shall have clear identification such as “SUSPECTED PARTS”. Suspected parts shall have one original copy undersigned by an Onsite SQR indicating the parts contained are cleared.</b></p> <p>Each box shall have a packing list along with the box. The items mentioned in the lists shall be in alphanumerical increasing order. All boxes shall have stack up details and instructions of loading. Unless otherwise stated in the PO, Supplier shall ship all the contents in the PO in maximum of <b>3</b> shipments. The shipment shall be numbered as follows: Shipment 1: PO 4500002118-1/3, PO 4500002118-2/3, PO 4500002118-3/3</p> <p>Shipments of parts with incomplete PO requirements such as non-conforming parts, fit to check etc.. Supplier must receive approval to ship such parts, or ship the kit baring the shortages, by completing the Form 04300-03 to TASL SCM and TASL SQA representatives.</p> <p>Parts that are repaired after a disposition from TASL, shall be attached with a “YELLOW” Tag. For parts which need conditional acceptance shall be shipped with Tag Form 04302-14 and part shall have the particular feature details noted in the Supplier Carry Forward Tracker Form 04300-06.</p>
S10A	AUTHORIZATION FOR PROCUREMENT OF MATERIAL & FAB.	<p>Seller is authorized to procure all Seller furnished material on receipt of this Purchase Order/ Contract. However, Seller shall not begin fabrication effort in advance of the reasonable lead time required to accomplish delivery in accordance with the schedule unless Seller obtains the prior written consent of Buyer’s Procurement Agent.</p>
S10B	MATERIAL SUBSTITUTION PROHIBITION	<p>Seller is to follow the following:</p> <p><u>Unauthorized Material Substitutions (General)</u></p> <p>Unauthorized material substitutions are not permitted on Buyer’s Goods. It includes any deviation from the engineering definition of raw material. Engineering definitions includes Buyer design drawing and applicable specification, product specifications, form size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the</p>

		<p>engineering definition (and often described as approved material substitution. Do not constitute unauthorized material substitution. Terms and definitions for metallic materials and processing used herein are clarified in ARP1917.</p> <p>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 documents.</p> <p><u>Reports</u></p> <p>Raw material certification shall show clear traceability to the mfg. of the raw material including metal casting source, all thermo-mechanical processing, heat treatment, chemical processing and inspections as required by applicable raw material specification requirements.</p> <p>Note: Review Boeing Clause D607 for further details.</p> <p>The use of tin, zinc, and cadmium is prohibited as specified in the following subparagraphs. Any exceptions to these prohibitions shall be approved in advance in writing by Buyer.</p>
S10C	RAW MATERIAL RISK MITIGATION	<p>Thirty days after receipt of this contract, Seller shall be required to provide documentation verifying protection against raw material market price and lead time variability. Such documentation shall cover all raw material types required to build the parts contained in this contract order and any option period if applicable. The required documentation may be in the form of packing slips, invoices, long term contract, written pricing and availability assurance from mills, available stock on hand, or other substantive documentation.</p> <p>If Seller is unable to provide documentation, this purchase order may be cancelled pursuant to the Cancellation for Default article set forth in Buyer's General Provisions. Cancellation will result at a no cost to Buyer.</p> <p>Applicability: Seller is required to furnish raw material, when the buyer deems the raw material type to possess excessive price and lead-time variability.</p>
S11A	APPROVED FOREIGN	Seller agrees not to incorporate into any product to be delivered under this contract foreign produced



	<p>METALLIC RAW MATERIAL – DMS2201</p>	<p>metallic raw material unless it meets the requirements specified in DMS 2201.</p> <p>Approved non-domestic metallic raw material maker for Industry &amp; government specifications (AMS, ASTM, MIL, and QQ etc.) are listed in the qualified Products List (QPL) of DMS2201( Procurement From Foreign Sources- Metallic Raw Materials).</p> <p>The DMS2201 QPL listing of manufactures is not an approval by Buyer that said Mfg.’ raw material is compliant with any other requirements of this contract ( DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals).</p> <p>Seller Furnished Material Certification shall contain the following:</p> <ol style="list-style-type: none"> <li>1. Description of the material used in the manufacturer of the end-item</li> <li>2. Material specification</li> <li>3. lot, heat or batch number identification</li> <li>4. Source of procurement (Name, Address and Country).</li> <li>5. Origin of Material</li> <li>6. Name and location of the Melting facility</li> <li>7. Name and location of Mill</li> <li>8. Mill certification</li> <li>9. All other requirements as specified in the applicable raw material specifications including chemical and physical analysis.</li> </ol> <p>Seller shall retain certification for a period of no less than 7 years after final payment.</p>
<p>S11B</p>	<p>DPS &amp; DMS SPEC. REQUIREMENTS</p>	<p>Seller shall comply with Douglas Process Standard (DPS) and / or Douglas Material Specification (DMS) set forth in this contract and shall, at a minimum, update the DPS’s/DMS’s to the latest revisions as set forth in the Long Beach Structure Navigator (PSN), at the beginning of each calendar quarter.</p> <p>If an update may have a cost/price or schedule impact for which Seller may submit request for an increase or decrease in the cost/price or schedule of this contract, Seller shall not incorporate any such change without specific direction of the Buyer’s Authorized Procurement Representative in the form of the Purchase Contract Change (PCC) and shall submit a proposal for such cost/price or schedule impact to Buyer’s Authorized Procurement Representative.</p> <p>If the Seller is unable to obtain access or have questions, Seller shall immediately contact the Buyer</p>

		<p>for information regarding such access or latest information regarding DOS/DMS revisions.</p> <p>Note: Many DPS require Boeing-approved process sources per D1-4426. Where applicable and indicated, only suppliers listed in D1-4426 are qualified to be used, Seller is responsible for its approval and for being aware of the approval status of its subcontractors relative to D1-4426. Additionally, the Approved Process Sources list can be applicable to specific part numbers. As such, only suppliers listed on the D1-4426 can be used for these part numbers.</p> <p>Seller shall provide information regarding any changes to the non-approved process source being qualified (to become an Approved Process Source listed in D1-4426). Such changes shall be submitted to the Buyer for approval prior to start of work.</p> <p>Submittal of changes does not constitute Buyer's acceptance of the changes.</p> <p>At no time shall the seller or seller's sub-tier ship product into Buyer or other Buyer prescribed locations without being D1-4426 complaint, as applicable.</p>
S12A	SELLER VERIFICATION	<p>Seller shall be responsible for verifying that all Buyer furnished drawings, Special Manufacturing Instructions (SMI), Auto Planning Instructions (A/P), Tooling and other technical data conforms to the requirements as contained in the Buyer's purchase contract. In the event that the above information is perceived to be in error resulting in fabrication of quality concerns, the Seller shall promptly notify the Buyer Procurement Agent and shall not continue with performance of the work until such concerns are reconciled.</p>
S12B	ENG.- B/P, E.O, SPECO REVISION/ MATERIAL ESTIMATING REQUIREMENTS	<p>Seller shall fabricate units ordered hereunder as specified by the applicable site specific blueprint through the indicated E.O. and by the attached site specific special manufacturing instructions (SMI)/ SPECO.</p> <p>Buyer's blueprint bill of material sizes are approximate and make no allowances for tooling tabs or excess material for producing parts. Estimates of material requirements shall be Seller's responsibility.</p>
S13	SAFETY REQUIREMENTS	<p>All provisions herein, or parts thereof, which relate solely to health, safety or fire prevention, are mandatory only to Buyer performance. They are only advisory as to work performed by vendor and subcontractors and are not intended to replace the vendor's or subcontractor's independent judgment with respect to OSHA or other employee health, safety or fire prevention requirements.</p>

		<p>For Clause D403 sellers are to:</p> <ol style="list-style-type: none"> <li>1. Packaging, packing, marking, labeling, shipping paper designations and certifications, handling, and movement of materials ordered herein will be in accordance with all applicable statutes and government rules, regulations, and orders. Seller will provide required test data on all packages tested in accordance with applicable statutes and government rules, regulations, and orders.</li> <li>2. Materials potentially injurious to the user will have unit containers marked or labeled with appropriate handling instructions in accordance with all applicable statutes and government rules, regulations, and orders.</li> <li>3. For materials procured in drums, Seller will identify fire and health precautions on opposite sides and tops of drums.</li> <li>4. Radioactive Material: <ol style="list-style-type: none"> <li>a. Seller shall prominently mark the outside of each shipping container containing radioactive material with the following notice:  <p style="text-align: center;"><b>"RADIOACTIVE MATERIAL - DO NOT OPEN IN RECEIVING. NOTIFY SITE RADIATION SAFETY OFFICER (RSO) IMMEDIATELY."</b></p> </li> <li>b. Seller shall package and label all radioactive materials in compliance with current Nuclear Regulatory Commission (NRC) and Department of Transportation (DOT) rules and regulations.</li> </ol> </li> </ol>
S14	30M SUPPLEMENT REQUIREMENTS	Seller agrees the goods and services supplied under this contract shall meet all requirements in accordance with the applicable Boeing- St. Louis 30M Supplement.
S15	MSDS-HAZARDOUS	<p>Prior to shipping hazardous materials, chemical substances and mixtures (solids, liquids, cryogenic liquids, gases) hereunder, Seller will provide Buyer (see paragraph (6) with two copies of the Material/Safety Data Sheet (M/SDS) [U.S. Department of Labor "OSHA Voluntary Form (Non-Mandatory Form)"] for each material, inclusive of all required information.</p> <p>Seller shall: 1) send one copy of the M/SDS to Buyer's Authorized Procurement Representative, then e-mail one copy to <a href="mailto:msds@boeing.com">msds@boeing.com</a> prior to shipment; and 2) include one copy with the shipment.</p>
S16	REGISTRATION, EVALUATION & AUTHORIZATION OF CHEMICALS	<p>ONLY APPLICABLE to shipments going directly to outside continentals of the United States.</p> <p>Seller must:</p> <p>Registration, Evaluation and Authorization of Chemicals (REACH) compliance:  If raw materials, parts or assemblies contain substances of very high concern (SVHCs) as prescribed by EU directive EC No. 1907/2006, Registration, Evaluation and Authorization of Chemicals, identification shall be included with the shipment. This identification should list the SVHC-designated</p>

		chemicals present in the purchased article and the conditions under which handling precautions should be taken.
S17	UNVERIFIED/ INVALID REJECTION RETURN	<p>If Seller is unable to verify nonconformance/failure mode on goods returned by Buyer for rework/replacement, Seller will contact Buyer and request authorization to return the goods. Shipping documents for returned goods will contain the following information:</p> <ol style="list-style-type: none"> <li>1. A concise statement of the reason for return of the goods, including summary of Tests /inspection performed and results obtained.</li> <li>2. The name of Buyer's Authorized Procurement Representative who authorized return of the goods.</li> </ol>
S18	ELECTROSTATIC DISCHARGE	<p>Devices purchased on this contract are susceptible to damage or degradation from application of electrostatic discharges and should be packaged in the following manner:</p> <p>Printed circuit board assemblies shall be labeled with an ESD caution label and shall be wrapped or cushioned in a manner to prevent pins from penetrating the anti-static, static dissipative, or conductive layer, and placed inside a conductive bag. Devices contained in conductive, anti-static, or static dissipative rails need to be placed in a conductive bag. Devices not contained in conductive, static dissipative, or anti-static rails shall have the leads shorted in conductive noncorrosive foam or other conductive material and placed inside a conductive bag. Axial lead devices such as resistors, diodes, etc., may be shipped without having their leads shorted. These devices shall then be packed in a laminated bag (anti-static inner layer plus a middle or outer conductive layer).</p> <p>Packaging shall be a maximum of 50 pieces per bag or rail. Conductive noncorrosive material is defined as having a maximum surface resistivity of 10 to the fifth power ohms per square or less. Static dissipative material is defined as having a surface resistivity of greater than 10 to the fifth, but not greater than 10 to the ninth ohms per square. Antistatic material is defined as having a surface resistivity greater than 10 to the ninth power but less than 10 to the fourteenth power ohms per square. Anti-static or static dissipative material is acceptable when a conductive layer or bag is utilized.</p> <p>Non-conductive or static generating wrapping or cushioning material is unacceptable. SRA/SRU/WRA/LRU(s) shall be labeled with an ESD caution label and connectors capped with conductive caps or protected by equivalent ESD protection.</p> <p>All primary and intermediate packages as well as all shipping containers shall be</p>

		clearly labeled with an ESD caution label. Electrostatic sensitive devices not shipped in accordance with this condition shall be considered nonconforming goods and subject to all applicable remedies as set forth elsewhere in this contract.
S19	CUSTOM BORDER PROTECTION	<p>For shipments via ocean vessel where Buyer is the Importer of Record with U.S. Customs and Border Protection (CBP), the Ocean Container Clause set forth in the following link shall apply and is incorporated herein by this reference: <a href="http://www.routingguides.com/boeing/">http://www.routingguides.com/boeing/</a></p> <p>In the event that CBP assesses Buyer with liquidated damages, fines or penalties either for failure to file the Importer Security Filing (ISF) data, or for late or inaccurate filing of the ISF data, Seller shall assist Buyer with investigating and resolving the situation. Such assistance shall include but is not limited to (i) upon Buyers reasonable request, providing Buyer with relevant documentation and making Seller personnel available to answer questions, and (ii) taking such corrective action as is necessary to minimize the risk of additional damages, fines or penalties.</p>