

Lantal PO Notes

A17 (15 AUG 2020 Revised Note)

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

A18 (15 AUG 2020 Revised Note)

Seller agrees not to make any change in materials, processes or design details of the part after Boeing qualification or approval without written approval from Boeing. This shall include changes in materials, processes or design details by subcontractors. In addition to these changes, changes 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 is prohibited. If such approval is granted, all part numbers and the originals of all drawings or

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data shall be revised and provided to Boeing accordingly. Seller will ensure subcontracts include the above requirements for Seller part numbered items, whether such equipment is supplied to Seller as an end item or as a component part of an end item.

A98 (15 AUG 2020 Revised Note)

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.

C35 (15 AUG 2020 Revised Note)

THIS ORDER IS SUBJECT TO FORM X32411, COMMERCIAL INVOICE REQUIREMENTS FOR IMPORT INTO THE UNITED STATES. A COPY OF THIS FORM CAN BE OBTAINED AT THE FOLLOWING URL ADDRESS (WHEN ENTERING THE URL PLEASE DO SO IN LOWER CASE LETTERS ONLY):

<http://www.boeingsuppliers.com/X32411English.pdf>

The URL above provides a detailed description of the 31 unique Commercial Invoice data elements that must be included on every Commercial Invoice.

In addition, the following provisions shall apply relating to Country of Origin marking, notwithstanding language to the contrary in the applicable contract:

Requirement: Every article of foreign origin imported into the United States shall be marked with the country of origin in accordance with U.S. Customs regulations 19CFR134. Since all Boeing imported parts are subject to delivery to the ultimate consumer, in accordance with 19CFR134, Boeing requires marking of all foreign origin imported parts. Very limited exceptions are allowed in accordance with Customs regulations (see below). For any other exceptions, non-US suppliers must submit exception requests to the appropriate Boeing procurement agent prior to shipment, who will then forward to Global Trade Controls (GTC) Import for approval. Rubber stamp and other surface marking methods, including inks, paints, and coatings, shall be used in accordance with this specification. Except where authorized in the applicable drawing/specification as part of part marking requirements, intrusive methods are not authorized. Location and part mark method shall be consistent with drawing part mark requirements, if applicable. The marking shall consist of the following, as applicable:

- a. Country of Origin - The English language name of the country in which the imported article was manufactured.
- b. The marking must be conspicuous, legible, and permanent.
- c. The wording need only consist of the English language name of the country of origin such as FRANCE, CHINA, or JAPAN, unless there is also wording on the container, unit, etc. that makes

reference to United States, U.S.A., and/or America. If such references are present, the country of origin marking must be a phrase such as "Made in China", "Assembled in France", "Product of Japan", placed in close proximity to the wording that makes reference to the U.S.A, and be in at least comparable size.

d. Abbreviations which unmistakably indicate the name of a country, such as "Gt. Britain" or "UK" for "Great Britain" are acceptable. Variant spellings which clearly indicate the English name of the country of origin, such as "Brasil" for "Brazil" and "Italie" for "Italy" are acceptable.

Exceptions: The following items are not required to be marked with the Country of Origin, but the Country of Origin shall be marked on the packaging/container which ordinarily reaches the ultimate purchaser (CFR 134.22):

1. Articles that are incapable of being marked, 19 CFR 134.32 (a);
2. Articles that cannot be marked without damage to the article, 19 CFR 134.32 (b)
3. Products of the United States, 19 CFR 134.32 (m)
4. Articles cited on the J-list, 19 CFR 134.33

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, when shipping to Boeing in the United States.

E73 (15 AUG 2020 Revised Note)

Streamlined Sales and Use Tax Agreement Certificate of Exemption This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The Seller may be required to provide this exemption certificate (or the data elements required on the form) to a state that would otherwise be due tax on this sale. The purchaser will be held liable for any tax and interest, and possibly civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A Seller may not accept a certificate of exemption for an entity based exemption on a sale made at a location operated by the Seller within the designated state if the state does not allow such an entity based exemption. 1. WA 2. Single Purchase Certificate 3. Purchasers Tax ID: A00 0760 13 4. Type of business: Our principal business or activity is manufacturing aircraft and aerospace products. 5. Reason for exemption: Resale 6. I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Q09 (01 OCT 2020 Revised Note)

Seller shall maintain, and have available on a timely basis, quality records traceable to the conformance of product/part numbers delivered to Boeing. Seller shall make records available to regulatory authorities and Boeing's authorized representatives. Seller shall retain such records for calendar year + 10 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 set forth above and prior to any disposal of records, Seller will notify

Boeing of records to be disposed of and 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 related to the Products/Part Numbers. Supply Chain shall mean network of material, equipment, information, and services integrated into products and services for the ultimate customer.

Q13 (15 AUG 2020 Revised Note)

Seller must provide a statement on the packing sheet certifying its quality assurance department has inspected the parts and they adhere to all requirements, applicable drawings/specifications.

OR

When the seller is located outside of the United States and they submit an EASA/JAA/FCAA FORM-1, the following conditions must exist on the form:

1. Block 11 status is identified as 'NEW'
AND
2. Block 12 titled 'REMARKS' contains a statement certifying the seller's quality assurance department has inspected the parts.
AND
3. Block 12 titled 'REMARKS' does not contain certification statements of PMA, Prototype, Not to be installed on certified aircraft, or any statement that does not support PC700 certification.
AND
4. Block 13a 'Certifies that the items identified above were manufactured in conformity to: Approved design data and are in condition for safe operation'

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.

Q23 (30 SEP 2017 Revised Note)

BOEING QUALITY MANAGEMENT SYSTEM REQUIREMENTS FOR SUPPLIERS, APPENDIX A
Seller is required to maintain a quality system in conformance with Buyer's document D6-82479, "Boeing Quality Management System Requirements for Suppliers", Appendix A, Quality Management Systems - Requirements for Aviation, Space and Defense Organizations and requirements for Boeing Recognition of Aviation, Space and Defense Quality Management System Accredited Certification/Registration to such document as each may be amended from time to time. Such document and appendix are incorporated herein and made a part hereof by this reference. Buyer reserves the right to conduct surveillance at Seller's facility to determine that Seller's quality system meets the requirements as set forth herein.

A copy of Buyer's document D6-82479, including all appendices and addenda can be obtained at the following URL address: <http://www.boeingsuppliers.com/>

Q29 (01 JAN 2020 Revised Note)

Seller shall comply with:

A. Boeing Form X31764

1. Seller shall comply with the requirements of Form X31764 "Boeing Quality Purchasing Data Requirements". To ensure Seller is performing to the latest Boeing Form X31764, Seller shall access this form by selecting "Supplier Quality" from the menu bar and "Other Quality Requirements" of "Doing Business with Boeing" home page located at the following URL address:

<http://www.boeingsuppliers.com/>. When entering the URL, use lower case letters only. Seller shall be responsible for regularly monitoring (minimum quarterly) the URL to ensure that Seller is in compliance with the latest revision of Form X31764.

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

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

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

C. PO Note Management Requirements

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

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

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

4. If Seller does not have BPN Supplier Portal access, Seller shall contact the Boeing Procurement Representative and request the latest PO Note text by specifying the applicable PO Note code number. Seller shall make such requests quarterly by the dates specified in above paragraph "2". Upon receipt of such request, Boeing will provide the applicable PO Note text to Seller. If Seller has an ERP purchase order, but no corresponding ERP purchase contract, upon request from Seller, Boeing will provide Seller the full text of each PO Note.

Q31 (29 JUN 2018 Revised Note)

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

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

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

THE PREFERRED LOCATION FOR THE STATEMENT IS ON THE SHIPPING DOCUMENT, NEXT TO, OR FOLLOWING, THE CERTIFICATE OF CONFORMANCE (C of C). THE STATEMENT MAY BE PRINTED, STAMPED OR ATTACHED AS A LABEL OR STICKER TO THE SHIPPING DOCUMENTATION. IT IS ALLOWABLE TO REPLACE "Seller" WITH THE COMPANY NAME OR "WE".

Boeing requires that the provisions/requirements set forth above, as determined by the Seller to be applicable, be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, Supply Chain shall mean Seller's complete network of material, equipment, information, and services integrated into products and services. It focuses on direct and all lower-tier suppliers.

S52 (15 AUG 2020 Revised Note)

Boeing source acceptance is required. Source acceptance may include in-process activities such as processing, fabrication, witness testing in addition to final inspection. Seller shall notify the Boeing Supplier Quality Representative (SQR) that services your facility via the Supplier Quality Information System (SQIS) immediately upon receipt of this contractual requirement. The Seller shall coordinate with the SQR an acceptable date for source acceptance and provide all requested information as may be required. Seller shall provide the necessary use of the Seller's facility and equipment to perform the inspection. In the event you are unable to access Supplier Quality Information System (SQIS) contact the Boeing Field Representative, or Boeing Procurement Agent for assistance.

S68 (15 AUG 2020 Revised Note)

Representatives of Boeing and/or the Federal Aviation Administration (if Non Domestic, Boeing and/or the Federal Aviation Administration and/or equivalent Foreign Civil Aviation Authorities) may inspect and evaluate Seller's facilities' systems, data, equipment, personnel and all completed articles manufactured for installation on Boeing commercial production airplanes. Right of entry/access includes meeting the requirements of the FAA and/or applicable equivalent Foreign

Aviation Authorities to perform oversight of the facility.

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.

T38 (15 AUG 2020 Revised Note)

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 chemicals present in the purchased article and the conditions under which handling precautions should be taken.

T88 (01 OCT 2019 Revised Note)

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

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

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

Warning

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

Warning

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

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

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

U40 (15 JUL 2020 Revised Note)

NOTIFICATION OF ESCAPEMENT (NOE) PROCESS

Information

For Product(s) which have been delivered to or on behalf of Boeing and Seller knows or suspects that such Product(s) are or may be nonconforming, Seller shall notify Boeing in writing as set forth herein. This applies to new or initial instances of an escape or potential escape, escapes or potential escapes that were previously identified and isolated by Boeing but Seller identifies additional units or a nonconformance cannot be verified for the same nonconformance condition.

Seller shall provide:

- a. Affected process(es) or Product(s) part number(s) and name(s);
- b. Description of the nonconforming condition and the affected engineering requirement (i.e., what it is and what it should be);
- c. Quantities, shipping dates, purchase orders and destinations of delivered shipments;
- d. Suspect/affected serial number(s) or date codes, lot numbers, or other part identifiers and airplane line units when applicable.

At a minimum, seller shall notify Boeing within 3 days from the day of discovery of known or suspect discrepancy. Submit information to Boeing in accordance with instructions listed in reference documents herein.

If the investigation to obtain all required information is not completed within 3 days from the day of discovery, submit supplier required information in section a and b and any known information elements listed in c and d to Boeing using the Preliminary Escapement Notification Form X39312. This notification requirement is applicable to all sellers, including suppliers with D-13709-4 Appendix C Escaped Product Disposition authority.

All information listed in section a, b, c, and d shall be submitted to Boeing within 10 business days from the day of discovery unless otherwise agreed upon by Boeing on a case by case basis. For sellers with D-13709-4 Appendix C Escaped Product Disposition authority, instead of submittal to Boeing, seller must provide notification to the seller's delegated material review engineers for technical review within 10 business days from the day of discovery unless otherwise agreed upon by Boeing on a case by case basis.

If the nonconformance condition has been previously identified by Boeing using a nonconformance record and a Boeing corrective action notification included Immediate Correction (IC) or Immediate Action (IA) and Root Cause Corrective Action (RCCA) has been received, the Seller shall notify the Boeing investigator identified on the notification that additional parts are affected (same part number(s)/same condition).

Out of Scope

A NOE can only be used when there is a nonconformance or suspected nonconformance. A NOE is not appropriate when the component does not meet airplane level requirements (non-compliant).

Engineering Design Errors

**** Do not send Engineering design errors to BCA Supplier Quality Special Investigation Group using the NOE process. ****

For Product(s) delivered which have been determined to contain engineering errors, Seller shall provide written notification to Boeing within 3 days when It is determined that Product shipped, while meeting Seller Product definition, does not meet, or is suspected to not meet the airplane

design requirements. The written notification shall include:

- a. Affected process or Product number and name;
- b. Description of the problem (i.e. what it is and what it should be);
- c. Quantity, dates, purchase orders and destination of shipment(s) delivered
- d. Suspect/affected serial numbers or date codes when applicable.

Written notification shall be sent to:

- The Boeing procurement representative;
- The Boeing SQR that has oversight of the Seller's facility; and
- Seller and others who do not use the problem report process shall submit their notification through the following group mailbox: 787DE-PartnerDesignErrors@boeing.com.

Flow down

The requirements set forth above shall be flowed down by Seller to Seller's supply chain, with the modification that all supply chain notification shall pass through Seller (and not made directly from the supply chain to Boeing). Seller shall notify Boeing of all sub-tier escapes and design errors in accordance with the respective communication process set forth herein. For purpose of this note, supply chain shall mean Seller's complete network of material, equipment, information and services integrated into the Products and Services.

References

Seller shall reference the following documents for additional NOE instructions and requirements:

- a. The D6-84111 Document
- b. The D012Z026-01 Document (787 only);
- c. The T89 Purchase Order Note (if applicable, all programs);
- d. The D012Z028-01 Document (if applicable, 787 only)

U99 (01 JUL 2014 Revised Note)

Seller is required to notify Boeing Procurement Agent if procured item is manufactured at a Seller facility not reflected on the procurement document.