

## GMN Plastics Flow Down Requirements (Boeing Support)

**Reference Boeing PO Note A17:** 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.

**Reference Boeing PO Note A98:** 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.

**Reference Boeing PO Note Q09:** 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 SUCH 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.

**Reference Boeing PO Note Q13:** 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'.

**Reference Boeing PO Note Q29:** Seller shall comply with Boeing Form X31764, AS/EN/JISQ 9100 flow-down requirements and PO Note management requirements set forth below.

A. Boeing Form X31764

1. Seller shall comply with the requirements of Form X31764 (02/26/2018) "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 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 flow-down to its Supply Chain the provisions/requirements of 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.

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 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.

**Reference Boeing PO Note Q31:** 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.' APPLICATION NOTE FOR SUPPLIER 1: 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'. APPLICATION NOTE FOR SUPPLIER 2: PO NOTE Q31 PUBLISHED ON JANUARY 1, 2017 SHALL BE FULLY IMPLEMENTED MAY 1, 2018. UNTIL MAY 1, 2018, IF A SUPPLIER HAS NOT ADOPTED THE JANUARY 1, 2017 Q31 NOTE, THEN THE SUPPLIER MAY INCLUDE THE FOLLOWING Q31 NOTE TEXT REVISED JANUARY 1, 2016: '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.' NOT WITHSTANDING THE MAY 1, 2018 FULL IMPLEMENTATION DATE, ALL SELLER SHIPMENTS SHALL BE CONSISTENT WITH THE FOLLOWING STATEMENT: NO ARTICLES (OR CONSTITUENT PARTS THEREOF) ORDERED BY BOEING SHALL CONTAIN ANY FEDERAL AVIATION ADMINISTRATION PARTS MANUFACTURER APPROVAL (FAA-PMA) MARKINGS AND THE ACCOMPANYING PAPERWORK SHALL NOT CONTAIN ANY FAA-PMA MARKINGS.

**Reference Boeing PO Note Q48:** Seller shall perform First Article Inspections (FAIs) in accordance with AS/EN/SJAC 9102 and unless otherwise specifically authorized in writing by Boeing, seller shall document within the Boeing licensed Net-Inspect software. Boeing requires that the FAI provisions and requirements set forth related to the compliance with AS/EN/SJAC 9102 be included in Sellers 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 suppliers providing material, equipment, information, and services integrated into products and services. Furthermore where Seller is required to document FAIs in the Net-Inspect software, FAIs of the Seller's supply chain shall also be documented in Net-Inspect.

**Reference Boeing PO Note S68:** 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 CIVIL AVIATION AUTHORITIES TO PERFORM OVERSIGHT OF THE FACILITY.

**Reference Boeing PO Note T88:** 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 products which 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 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.

**Reference Boeing PO Note U40:** NOTIFICATION OF ESCAPEMENT (NoE) PROCESS:

SELLER SHALL PROVIDE WRITTEN NOTIFICATION TO BOEING WHEN A NONCONFORMANCE IS DETERMINED TO EXIST, OR IS SUSPECTED TO EXIST, ON PRODUCT ALREADY DELIVERED TO BOEING. WRITTEN NOTIFICATION SHALL INCLUDE:

A - AFFECTED PROCESS(ES) OR PRODUCT 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.

NOTIFICATION MUST OCCUR WITHIN THREE (3) BUSINESS DAYS OF KNOWING ALL THE ABOVE INFORMATION. HOWEVER, IF THE CONDITION IS POSSIBLE SAFETY OF FLIGHT, SUBMIT ALL AVAILABLE INFORMATION IMMEDIATELY.

NOTE: SUPPLIERS SHOULD REFERENCE THE FOLLOWING DOCUMENTS FOR ADDITIONAL NOE PROCESS REQUIREMENTS:

A - THE D012Z026-01 DOCUMENT, SECTION 2 (787 ONLY)

B - THE T89 PURCHASE ORDER NOTE (IF APPLICABLE, ALL PROGRAMS)

C - THE D012Z028-01 DOCUMENT, SECTION 3.14 (IF APPLICABLE, 787 ONLY)

SELLERS WITH DELEGATED MATERIAL REVIEW BOARD (MRB) AUTHORITY IN ACCORDANCE WITH D-13709-4 APPENDIX C THAT DISCOVER THE DELIVERY OR SUSPECTED DELIVERY OF NONCONFORMING PRODUCT, ARE NOT REQUIRED TO

NOTIFY BOEING WITHIN THREE (3) BUSINESS DAYS UNLESS SAFETY OR CERTIFICATION CONCERNS EXIST. ESCAPED PRODUCT IS TO BE INVESTIGATED AND COMMUNICATED TO BOEING AS REQUIRED BY D-13709-4 APPENDIX C.

SELLER SHALL NOTIFY THE FOLLOWING:

- THE BOEING PROCUREMENT REPRESENTATIVE,

- THE BOEING SUPPLIER QUALITY REPRESENTATIVE (SQR) THAT HAS OVERSIGHT OF SELLER'S FACILITY FOR PRODUCT PROCURED BY BCA PUGET SOUND, ALSO NOTIFY BCA SUPPLIER QUALITY SPECIAL INVESTIGATIONS GROUP

IF DIRECTED BY THE BOEING SQR, SUPPLIERS SHALL SUBMIT A BACKGROUND NOTIFICATION (BN) FORM TO THE BOEING SQR FOR PRE-EVALUATION AND GUIDANCE. BN FORM AVAILABLE AT THE FOLLOWING WEBSITE:

<http://www.boeingsuppliers.com/d14426/index.html> , click User Instructions/ Processor Requirements, Exhibits and Appendices and Exhibit IV

FOR SUSTAINING PROGRAMS (737, 747, 767, 777, SPARES AND MRO SERVICES):

WRITTEN NOTIFICATION SHALL BE SUBMITTED TO BOEING VIA:

- THE BOEING PARTNERS NETWORK (BCA DEFAULT PROFILE), OR

- IF THE BOEING PARTNERS NETWORK IS UNAVAILABLE, EMAIL NON-PROPRIETARY INFORMATION TO [smpsi@boeing.com](mailto:smpsi@boeing.com)

FOR 787 PROGRAM AND 787 SPARES:

WRITTEN NOTIFICATION SHALL BE SUBMITTED TO BOEING VIA:

- INITIATION AND SUBMITTAL OF A NOTICE OF ESCAPEMENT EMERGENT PROCESS DOCUMENT (EPD) WITHIN THE VELOCITY SYSTEM OR

- IF THE VELOCITY SYSTEM IS UNAVAILABLE, E-MAIL NON-PROPRIETARY INFORMATION TO [787NoEGP@boeing.com](mailto:787NoEGP@boeing.com).

IF THE NONCONFORMING CONDITION HAS BEEN PREVIOUSLY IDENTIFIED BY BOEING USING A NONCONFORMANCE RECORD AND A CORRECTIVE ACTION HAS BEEN REQUESTED, THE SELLER SHALL NOTIFY THE BOEING INVESTIGATOR IDENTIFIED ON THE NOTIFICATION THAT ADDITIONAL PARTS ARE AFFECTED(SAME PART NUMBER(S)/SAME CONDITION). NOTE: ADDITIONAL PART NUMBERS OR NEW NONCONFORMING CONDITIONS ARE IN SCOPE FOR THE NOE PROCESS.

A NoE CAN ONLY BE USED WHEN THERE IS A NON-CONFORMANCE. A NoE IS NOT APPROPRIATE WHEN THE COMPONENT DOES NOT MEET AIRPLANE LEVEL REQUIREMENTS (NON-COMPLIANT). PARTS THAT CONFORM, BUT DO NOT MEET REQUIREMENTS, CAN BE ADDRESSED WITH EITHER OF THE FOLLOWING OPTIONS:

- PART NUMBER ROLL INITIATED BY CHANGE REQUEST OR 95000 CHANGE AND EXPEDITED WITH AN ENGINEERING QUICK CHANGE. BAD PARTS AND PART NUMBERS CAN BE CAPTURED VIA PART NUMBER CONTROL AND OUT OF SEQUENCE INSTALLATION.

- SUPPLIER MOD LEVEL CHANGE THAT FLOWS THROUGH THE BOEING PRODUCTION SYSTEM AND THE PRE-MOD PARTS ARE ADDRESSED WITH SUPPLIER SERVICE BULLETIN. THIS OPTION IS GENERALLY NOT PREFERRED.

ENGINEERING DESIGN ERRORS:

\*\*\*DO NOT SEND ENGINEERING DESIGN ERRORS TO BCA SUPPLIER QUALITY SPECIAL INVESTIGATION GROUP USING THE NoE PROCESS\*\*\*.

FOR PRODUCT DELIVERED WHICH HAD BEEN DETERMINED TO CONTAIN ENGINEERING ERRORS: SELLER SHALL PROVIDE WRITTEN NOTIFICATION TO BOEING WITHIN THREE (3) BUSINESS DAYS WHEN IT IS DETERMINED THAT PRODUCT SHIPPED, WHILE MEETING THE SUPPLIER PRODUCT DEFINITION, DOES NOT MEET, OR IS SUSPECTED TO NOT MEET, THE AIRPLANE DESIGN REQUIREMENTS.

WHEN THE FOLLOWING IS KNOWN, WRITTEN NOTIFICATION SHALL INCLUDE:

- AFFECTED PROCESS OR PRODUCT NUMBER AND NAME
- DESCRIPTION OF THE PROBLEM (I.E., WHAT IT IS AND WHAT IT SHOULD BE)
- QUANTITY, DATES, PURCHASE ORDERS AND DESTINATION OF SHIPMENT DELIVERED
- SUSPECT/AFFECTED SERIAL NUMBER(S) OR DATE CODES, WHEN APPLICABLE.

WRITTEN NOTIFICATION BY THE SELLER SHALL BE TO:

- THE BOEING PROCUREMENT REPRESENTATIVE, AND
- THE BOEING SQR THAT HAS OVERSIGHT OF THE SUPPLIERS FACILITY, AND
- FOR 787 PROGRAM, REFER TO DOCUMENT 787N8-2693 FOR INSTRUCTIONS ON HOW TO COMMUNICATE A PROBLEM TO THE PRODUCT DEFINITION DATA (PDD) OWNER VIA THE PROBLEM REPORT PROCESS (PREFERRED METHOD) OR
- SUPPLIERS AND OTHERS WHO DO NOT USE THE PROBLEM REPORT PROCESS SHALL SUBMIT THEIR NOTIFICATIONS THROUGH THE FOLLOWING GROUP MAILBOX:787DE-PartnerDesignErrors@boeing.com

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 DIRECT FROM SUPPLY CHAIN TO BOEING). SELLER SHALL NOTIFY BOEING OF ALL SUB-TIER ESCAPES AND DESIGN ERRORS IN ACCORDANCE WITH 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 PRODUCTS AND SERVICES.