

## Boeing Flow-Down Requirements to Sub-Tiers

**A17**

**15 AUG 2020 NOTE TEXT REVISED**

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 NOTE TEXT REVISED**

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 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.

**Q13**

**01 JUL 2023 NOTE TEXT REVISED**

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.

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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.

**Q29**

**01 JAN 2021 NOTE TEXT REVISED**

### 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. Form X31764 identifies the sections, sub-sections, and applicable items the Seller shall evaluate for flow-down to its Supply Chain. If the Seller determines the item is not applicable, due to the complexity of the item being procured, they shall retain documented information to justify this decision.

3. 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 full text to Seller.

**Q31**

**01 JUL 2023 NOTE TEXT REVISED**

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

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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.

### Q52

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Seller warrants that the items to be delivered hereunder will conform to their approved design, are in a condition for safe operation, and meet Technical Standard Order (TSO) number \*\*\*\*\* issued by the Federal Aviation Agency. NOTE: Foreign suppliers of TSO items must attach a certificate of airworthiness to each article.

### Q117

15 AUG 2020 NOTE TEXT REVISED

1. Seller shall furnish goods and services in accordance with all requirements of this purchase document (including descriptions, specifications, drawings and schedules), to standard commercial practices and where applicable, other specifications identified within the technical requirements documentation or other attachments which are part of this purchase document. The Seller shall ensure that all articles are of new manufacture and free of Foreign Object Debris/Damage (FOD).

#### 2. Control of Nonconforming Product

2.1 When Boeing notifies Seller of a detected nonconformance, Seller shall immediately take action to eliminate the nonconformance on all products in Seller's control. When nonconforming product is determined to be Seller's fault, Boeing will provide Seller with notification. Upon receipt of such notification, Seller shall develop and implement acceptable corrective action.

2.2 Seller shall maintain verification that root cause corrective action has occurred and has resolved the nonconforming condition. At the specific request of Boeing, this verification shall occur after implementation of the corrective action to ensure detected nonconformance has been eliminated. Boeing reserves the right to review the verification data at the Seller's facility or have the data submitted to Boeing.

2.3 When Seller disagrees with the determination of fault, Seller shall submit a Change of Charge (COC) request to the initiator within thirty (30) calendar days from the date of notification. The request must include the reason and documentation/objective evidence supporting the request. Failure to notify Boeing of disagreement with the determination of fault will be deemed to be a confirmation of Seller's acceptance of nonconformance responsibility.

2.4 Boeing reserves the right to reject any root cause and/or corrective action determination provided by Seller, and may request subsequent investigation and/or corrective action to either Boeing or Seller-initiated corrective action requests. If Seller is late in responding to Boeing corrective action requests, or if Boeing requires subsequent corrective action, Boeing reserves the right to withhold acceptance of shipments either at source or destination until Seller corrective action is submitted to Boeing's satisfaction.

3. Where Boeing specifications and/or processes are listed within the detail design, specification control, or envelope drawing, incorporated by this purchase document, Seller shall adhere to the latest revision of the Boeing specification

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and/or process, unless otherwise specified in the purchase document.

4. Boeing Heritage Spares - Seller articles containing metallic raw material from foreign sources shall be procured in accordance with D1-4426, Approved Process Sources Metallic Raw Materials - Non-USA & Titanium Ingot (All) - process codes 600-699. Seller shall maintain on file a certification traceable to each product listing the material and the foreign sources' name and address.

5. McDonnell Douglas (MD) Heritage Spares - Seller articles containing metallic raw material from foreign sources shall be procured in accordance with DMS2201, Procurement from Foreign Sources - Metallic Raw Materials QPL (Qualified Product List) and D1-4426 Approved Process Sources Metallic Raw Materials - Non-USA & Titanium Ingot (All) - process codes 600-699. Seller shall maintain on file a certification traceable to each product listing the material and the foreign sources' name and address.

6. Seller is required to maintain compliance with Boeing Approved Process Sources (D1-4426) as may be revised from time to time. This document defines the approved sources for special processing, composite raw materials, composite products, aircraft bearings, designated fasteners, and metallic raw materials.

6.1 Seller and their subcontractor(s) shall utilize sources listed in Document D1-4426 "Approved Process Sources" whenever the manufacturing and/or inspection processes listed in D1-4426 are performed on this purchase document. The current version of D1-4426 is accessible via the internet at the following web address <http://www.boeingsuppliers.com/d14426/>

6.2 Seller shall maintain actual processor certifications for all D1-4426 special processes performed in accordance with the requirements of this purchase document. In addition to all certification requirements defined by the applicable processing specification(s), the certifications shall contain the following:

- a. The complete part number of the article(s) represented by the certification;
- b. The total quantity of the parts (for each part number) represented by the certification;
- c. The company name and address of the performing processor. The address shall include street address, city, and state;
- d. The specification number(s) and revision letter of the D1-4426 process performed.

6.3 Seller shall provide such certification upon Boeing request.

6.4 Seller's use of approved processors does not relieve Seller from verifying that the processor and the article conforms to all applicable process specification requirements.

7. Raw material must not be re-certified with respect to heat treat temper, thickness, diameter, width or cross-sectional area or product form. Heat treating, machining or cutting of thicker product or other product forms shall not be supplied in lieu of specified product unless specifically authorized by Boeing. Raw material certifications for material or parts shall reflect the temper, form, and size of the raw material as originally manufactured by the raw material producer.

8. For Diversion/Offload Work, the Seller's operator shall stamp to the right of each Seller accomplished production operation on the Production Order (PO), or Seller's equivalent shop traveler. The Seller's inspector shall stamp to the right of each established inspection operation on the PO or Seller's equivalent shop traveler to certify the quality and completeness of the work operation performed.

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

10. Seller's shipping documentation shall contain but not limited to, the following:

- a. Packing Sheet
- b. Evidence of Boeing's product acceptance, when Boeing Source Acceptance is required;
- c. A Serialized Parts List identifying parts with an assigned serial number. The list shall contain the part numbers, part nomenclature and part serial numbers. This list shall also include part change letters when applicable;
- d. The nonconformance/rejection tag number(s), and a copy of the nonconformance/rejection tag(s) for the articles shipped, as applicable;
- e. Control identity of the end item deliverable of raw material or purchased articles, as applicable. The control identification is traceable to the article processed in a single run (same manufacturing date, lot, batch, heat, job or shop traveler number). When multiple lots are included in one shipment, Seller shall clearly separate the control

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identity of the respective lots. Serial numbers are required as part of the control identity when specified by the engineering data.

**Q118**

**15 AUG 2020 NOTE TEXT REVISED**

## 1. Change in Quality Management Representative

1.1 Seller shall promptly notify Boeing of any changes in the management representative with assigned responsibility and authority for the quality system.

## 2. Change in Manufacturing Facility

2.1 Seller shall immediately notify Boeing in writing of any change to the name of the manufacturing facility or the manufacturing facility location of the contracted part number or assembly. Notification shall be made to the Boeing Procurement Representative responsible for the management of this purchase document and the Boeing Supplier Quality Representative responsible for the oversight of the Seller's Quality Management System.

## 3. Supplier Funded Source Inspection

3.1 If the Seller fails to achieve and maintain Bronze quality acceptance rate for BCA as shown in Enterprise Supplier Performance Measurement (ESPM) or its equivalent, the Seller may be subject to Supplier Funded Source Inspection (SFSI). Furthermore, without regard to ESPM or equivalent metrics, if upon Boeing's determination, after coordination with Seller, that Seller's quality failures represent a chronic or substantial impact to Boeing, then SFSI may be implemented at Seller's Expense.

## 4. Seller Material Review Board (MRB) Limitations

4.1 Seller is not authorized to disposition nonconforming McDonnell Douglas (MD) Heritage design product. Requests for Boeing MRB dispositions (Use as is, Rework or Repair) of MD Heritage design shall be submitted through the Request for Assistance (RFA) using the Supplier Nonconformance Notification (SNN).

4.2 Any nonconformance of Seller's own detailed design, manufacturing, or process requirements not included in, or affecting specifications or drawings forming a part of this purchase document may be addressed by Seller's normal material review process. Seller shall not make repairs or accept without repair any nonconforming condition adversely affecting fit, form, function, performance, safety, weight, maintainability, service life, interchangeability, or appearance (where a factor) for this article.

## 5. Material Substitution Requests

5.1 Material Substitutions are a change to Type Design Data and require an EO/SEO to the applicable drawing, or inclusion in the Approved Material Substitution List (AMSL) or Part Specific Approved Material Substitution List (PSAMSL) as applicable. Sellers shall submit material substitution requests on an Engineering Liaison Request (ELR) to the Boeing Procurement Agent. Material substitutions listed in the AMSL or PSAMSL do not require additional Boeing authority.

Seller is authorized to utilize the listed substitutions within the guidelines and requirements of the AMSL/PSAMSL.

## 6. McDonnell Douglas (MD) Heritage Deliverable Software

6.1 Sellers providing Boeing with software or articles containing software shall prepare, implement and maintain a Software Quality Assurance Plan specifying the software quality assurance program. Seller shall document the plan in accordance with the requirements of Data Item Description Q-320, Software Quality Assurance Plan. (Reference Seller's Supplier Data Requirements List (SDRL). The plan and any subsequent changes thereto require Software Quality Assurance written approval prior to implementation.

## 7. Requirements for Delegation of Product Release Verification

7.1 When Seller delegates product verification, Seller shall conform to the requirements of AS9117, "Delegated Product Release Verification", as may be amended from time to time. Buyer reserves the right to conduct surveillance at Seller's facility to determine that Seller's quality system conforms to the requirements of AS9117.

AS9117 establishes minimum requirements for Seller's delegation of product verification. When delegating product verification, Seller is not relieved of the obligations under this contract.

Aerospace standards such as AS9117 can be obtained from SAE, the Society of Automotive Engineers at:

<http://www.sae.org>

## 8. Clad Aluminum Exterior Aircraft Skins

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8.1 Suppliers providing clad aluminum exterior aircraft skins per Boeing document D6-9002, "Appearance Control of Clad Aluminum Exterior Skins" shall inspect the skins per D6-85354, "Skin Quality Inspection of Clad Aluminum Exterior Skins".

### 9. Application of Acceptance Authority Media (AAM)

9.1 Seller shall comply with the AS/EN/JISQ 9100 requirements and 14CFR Part 21.2 regarding the application of the Acceptance Authority Media (AAM) requirements.

Seller shall, within its organization and its supply chain, ensure that the use of AAM is clearly defined within its Quality Management System (QMS).

9.2 Seller shall, upon Boeing request, be able to demonstrate evidence of communication to its employees and to its supply chain; use of AAM must be considered as a personal warranty of compliance and conformity.

9.3 Seller shall maintain compliance to the AAM requirements by assessing its process and supply chain as part of its internal audit activities. The areas of focus of this assessment shall include but not limited to:

- a. Authority Media Application Errors (i.e. Omission, Typos, Legibility, etc.)
- b. Authority Media Application Untimely Use (i.e. Documentation is not completed as planned, "Stamp/Sign as you go", etc.)
- c. Authority Media Application Misrepresentation (i.e., uncertified personnel, Falsification of documentation, Work not performed as planned, etc.)
- d. Authority Media Application Training Deficiencies (i.e. Ethics, Culture awareness, Proper Use of authority media, etc.)

### 10. Technical Data Control and Acceptance

10.1 After Boeing acceptance of a Seller product design, no changes shall be made without written authorization from Boeing for any change which will or may affect:

- a. Interchangeability, performance, weight, safety, reliability, service life, fit, form, function, and maintainability;
- b. Federal Aviation Administration (FAA) type certification; or
- c. Boeing Qualification status.

11. Boeing document D6-51991, "Quality Assurance Standard for Digital Product Definition at Boeing Suppliers". When Type Design Digital Product Definition (DPD) data is utilized in manufacturing, inspection and sub-tier flow-down of product definition, Seller shall have a quality system to control Type Design DPD data to the extent necessary to fulfill program requirements. Seller must obtain Boeing DPD capability approval.

12. Seller shall comply with the requirements of D33200, "Boeing Suppliers' Tooling Document." It is Seller's responsibility to comply with the latest revision of these documents.

13. When Seller utilizes test reports to accept Seller purchased raw material, the following requirements apply:

13.1 Test reports shall be checked 100% against Seller's requirements and applicable specifications.

13.2 Validation test requirement: Seller shall periodically validate test reports for raw material accepted on the basis of test reports. That validation shall be accomplished by Seller or other independent party through periodic, scheduled tests of raw material samples. Schedules for frequency of tests will be established by Seller based on historical performance of the raw material supplier.

13.3 Seller shall retain test reports provided by the raw material supplier, as well as Seller's validation test results as quality records traceable to the conformance of Goods, as specified elsewhere in this Contract.

14. When DPS 4.505, DPS 4.804, DPS 4.712, DPS 4.813, DPS 4.814, D6-1276 or D6-17781 is referenced in the Engineering data for articles specified on this purchase document, Seller's manufacturing planning shall be approved by Boeing prior to commencing manufacture. Upon approval, Seller shall not change the manufacturing planning without first submitting changes to Boeing for re-approval.

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 complete network of material, equipment, information, and services integrated into products and services. It focuses on direct and all lower-tier suppliers.

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Seller shall perform 100% inspection for in-process and final inspection, or Seller shall conform to requirements of document AS9138 "Aerospace Series - Quality Management Systems Statistical Product Acceptance Requirements" as may be amended from time to time. With the exception noted herein Seller's statistical sampling procedure/plan conformance to AS9138 with minimum protection levels meeting SAE AS9138 Table A1 and C=0 will constitute Boeing Quality approval subject to restrictions noted in AS9138, Section 4.3 Safety/Critical Characteristics, and part/product Design Data sampling requirements and/or prohibitions. Buyer reserves the right to disallow a supplier's statistical methods for product acceptance for specific sites/ programs, parts or characteristics, and to conduct surveillance at Seller's facility to assess conformance to the requirements of AS9138.

Aerospace standards such as AS9138 can be obtained from SAE International at: <http://standards.sae.org>.

**C60**

**15 AUG 2020 NOTE TEXT REVISED**

Package per all referenced specifications indicated in document D37522-1 'Introduction to Material Handling, Product Packaging, Storage, and Shipping Support'. This document is available through the Product Standards Data System (PSDS) portal on the Boeing Partners Network.

**S68**

**15 AUG 2020 NOTE TEXT REVISED**

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 NOTE TEXT REVISED**

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 NOTE TEXT REVISED**

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).

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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**

**01 JUL 2023 NOTE TEXT REVISED**

Boeing escapement notification for nonconformance (section 1) and noncompliance (section 2).

### SECTION 1 NONCONFORMANCE: NOTIFICATION OF ESCAPEMENT (NOE) PROCESS

Note: \*\*Do not use the NOE process to notify Boeing engineering of escapements related to design errors (i.e., certification, product design, and/or business agreement noncompliance). Notify Boeing of escapements related to design errors using the Design Escapement Notification (DEN) process as applicable in Section 2 of this note. A notification to Boeing of a known or suspect nonconformance is not appropriate for a component if the nonconformance is not associated to a product characteristic. \*\*

Note: The steps shown herein are to be used for new or completed investigations when additional data is discovered. Please see the additional scope guidelines located at the bottom of section one.

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, within 3 business days after the day of discovery of a potential escape, the notification from sub-tier supplier, and/or the entry of the issue into the quality process, notify Boeing in writing as set forth herein to allow Boeing to conduct a preliminary safety risk assessment. The minimum information required at this stage of the notice of investigation are:

- 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, what it should be and per what requirement).

If the condition is a possible safety of flight issue, submit all available information immediately. 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 inspected for the same nonconformance condition. This notification requirement is applicable to all Sellers, including Sellers with D-13709-4 Appendix C Escaped Product Disposition authority.

Seller shall conduct an investigation to confirm and identify if a nonconformance exist or is suspected to exist.

Seller shall notify Boeing through the Boeing supplier information system or the Preliminary Investigation Notification (Form X39312) may be used with Boeing approval or in case of system outage or unavailability. Such notification shall include the information set forth below along with any information that may be identified on the Boeing supplier information system or in Form X39312 referenced above.

Once a nonconformance has been verified as escaped from the supplier quality management system, all information listed in a and b above (including revisions and updates) as well as c and d listed below shall be submitted to Boeing through the Boeing supplier information system within 10 business days from the day of escape confirmation unless otherwise agreed upon by Boeing on a case by case basis.

- 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.

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 escape confirmation unless otherwise agreed upon by Boeing on a case by case basis.

Additional Scope: This process is to be used by the seller for investigation which have been previously disposition and new information has been introduced that identifies additional scope of the original investigation. Seller shall start at the beginning of this process and submit the information as new investigation noting the earlier documentation in a manner that correlates the prior processing but clearly articulates the updated data.



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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, Seller shall notify the Boeing investigator identified on the notification that additional parts are affected (same part number(s)/same condition).

### 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 parts which have left the Seller's production system with escaped nonconformances 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)

### SECTION 2 NONCOMPLIANCE: DESIGN ESCAPEMENT NOTIFICATION (DEN)

Note: **\*\*Do not use the DEN process to notify Boeing of Product nonconformance escapements. Notify Boeing of nonconformance escapements using the NOE process in Section 1 of this note.\*\***

For the purposes of this writing noncompliance applies as follows:

A DEN can only be used for a noncompliance or suspect noncompliance to a design (i.e., certification, product design, and/or business agreement noncompliance) or customer requirement as defined in documented information which includes but not limited to, digital product definition data, drawings, parts lists, materials, process specifications, and verification documents.

Note: The steps shown herein are to be used for new or completed investigations when additional data is discovered. Please see the additional scope guidelines located at the bottom of section two.

For Product(s) delivered which have been suspected or determined to contain engineering errors, (Product does not comply with certification, Product design, and/or business agreement related airplane design requirements), Seller shall provide written notification to Boeing within 3 business days.

The Boeing notification shall include:

- 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)

Once a noncompliance or suspect noncompliance to a design or customer requirement has been verified as escaped from the supplier quality management system, all information listed in a and b above (including revisions and updates) as well as c and d listed below shall be submitted to Boeing through the Boeing supplier information system within 10 business days from the day of escape confirmation unless otherwise agreed upon by Boeing on a case by case basis.

- 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 shall be made in the Boeing Customer and Supplier Data Transmittal (CSDT) system by submitting a Design Escapement Notification (DEN):

- The Boeing procurement representative will be notified by the submittal in CSDT;
- The Seller shall notify the Boeing SQR that has oversight of the Seller's facility

Additional Scope: This process is to be used by the seller for investigation which have been previously disposition and new information has been introduced that identifies additional scope of the original investigation. Seller shall start

## Boeing Flow-Down Requirements to Sub-Tiers

at the beginning of this process and submit the information as new investigation noting the earlier documentation in a manner that correlates the prior processing but clearly articulates the updated data.

### 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 parts which have left the Seller's production system with 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.

Seller shall complete the DEN submittal in accordance with these requirements:

- a. D950-11041-1 Supplier CSDT User Guide
- b. Contact the Boeing Procurement Agent for access to the CSDT system
- c. D6-82240 Supplier change notification process requirements
- d. X Form X39672 (non-CSDT suppliers)

**U103**

**01 JUL 2023 NOTE TEXT REVISED**

The supplier Acceptance Test Procedure (ATP) is intended to provide reasonable assurance that a NEW part/component meets the minimum requirements for fit, form and function for its intended use. The ATP is insufficient as a standalone investigation tool for a specific documented nonconformance, unless a step within the ATP specifically accounts for/tests for the identified nonconformance.

Supplier investigation of documented non-conforming product(s) shall lead the supplier to "eliminate the cause(s) of the nonconformity, in order that it does not recur or occur elsewhere" (QMS AS9100) or produce evidence that the supplier is not at fault.