

# THE BOEING COMPANY

## GENERAL PROVISIONS

### Terms and Conditions Applicable to Purchase Order for Loan of Seller-Owned Property to Boeing DF 4401-147

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1. The purpose of this order is to set forth the terms and conditions applicable to the loan of Seller-owned property to Boeing for evaluation or test or such other use of the property as may be specified in the order under circumstances where no rental charge is contemplated.
2. The property of Seller described in the order is loaned to Boeing for the period of time set forth in the order, at no charge to Boeing.
3. Delivery of the property to a common carrier at plant of Seller consigned to Boeing, or delivery to Boeing at Boeing's plant to a representative of Seller if the property is not shipped by common carrier, shall constitute delivery to Boeing. Upon the expiration of the period of time set forth in the order or at such earlier or later time as may be agreed upon by Boeing and Seller, Boeing agrees to return the property to Seller at Seller's plant in as good condition as when delivered to Boeing, ordinary wear and tear or damage resulting from any risk, except willful negligence of Boeing, excepted. Unless otherwise provided in the order, all costs of transportation shall be borne by Seller.
4. Title to property loaned under this order is and shall remain in Seller, and Boeing agrees not to sell, assign or mortgage such property or otherwise permit such property to be subject to any legal process.
5. The terms and conditions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the loan of this property, and no agreement or understanding varying the same or extending the period of loan will be binding upon either party unless set forth in writing on the face of Boeing's order under which this property is loaned or a change order thereto, which order or change order, as the case may be, is duly acknowledged by Seller.