

**Boeing Shared Services Group**  
**Supplemental Scope of Work Applicable to Hazardous Materials**  
**(Used with GP1 and GP2)**  
**(Rev: 2/9/2011)**

This supplemental scope of work ("SSOW") specifies additional responsibilities and deliverables for Seller in completion of the scope of work stated within contracts with The Boeing Company for purchase of Goods or Services involving Hazardous Materials under Boeing general provisions GP1 or GP2 (as incorporated by reference elsewhere in this contract). All materials delivered or used as part of Services are considered Goods within the meaning of this SSOW.

- 1) Definitions. Within the meaning of this SSOW, defined terms are as follows:
  - a) "Hazmat Laws" means any and all federal, state, local laws, statutes, ordinances, rules, regulations and/or common law relating to transportation safety, worker health and safety, ordnance safety, chemical security, environmental protection, environmental contamination, the release, generation, production, treatment, processing, use, disposal, or storage of Hazardous Substances or Hazardous Materials, and the regulations promulgated by regulatory agencies pursuant to these laws, and any applicable federal, state, and/or local regulatory agency-initiated orders, requirements, obligations, directives, notices, approvals, licenses, or permits, including those for the reporting, investigation, cleaning, or remediation of Hazardous Substances or Hazardous Materials.
  - b) "Hazardous Material" is any material that is a "Hazardous Material" under 49 CFR 171.8 (Definitions and Abbreviations) or a "Dangerous Good" under either the International Civil Aviation Organization Technical Instructions for the Safe Transport of Dangerous Goods by Air at Chapter 3, 3.1.1 (Definitions) or the International Maritime Organization Dangerous Goods Code at Chapter 2.0.1.1 (Definitions).

**Article A. Shipping Instructions.**

- 1) Seller will ship the Goods in accordance with: (a) the specific routing instructions of the Purchase Order; (b) terms incorporated in Product Standard D37522-6, Supplier Packaging, posted on Boeing's Supplier Portal; and (c) the instructions set forth in this section below. In the event that compliance with the terms of this SSOW would constitute violation of applicable legal requirements, the activity in question shall be completed in compliance with law, with notice to Buyer as provided for under Article B, Paragraph 1 (Notice of Proposal for Scope Changes – Change of Laws).
- 2) Seller may contact Buyer's Authorized Procurement Representative designated on the Purchase Order with inquiries or requests for Non-standard shipping or routing instructions or may access the Supplier Portal and search for the domestic/international Routing Guide (located in the "Tell Me About" section of the Supplier Portal) for detailed Boeing routing and contact information. A Boeing Partners Network (BPN) account is required to access the Supplier Portal. For instructions on how to acquire a secure BPN account, follow this link: <http://www.boeingsuppliers.com/> and then click the link "Supplier Portal system requirements" for instructions to obtain access.
- 3) As required by Article A (1) above, the purchase order will specify a Boeing Authorized Receiving Area (ARA) appropriate for the Goods' hazard classification. If Seller has questions about the designated ARA, Seller should contact the Boeing Authorized Procurement Representative designated in the Purchase Order for verification and/or alternative delivery instructions, as needed.
- 4) Buyer's purchase contract number must be referenced on all shipping documents. In all cases, Seller must implement procedures and shall ensure that Goods delivered match the item description, supplier/manufacturer name, product names, and product labels on the

order with the items shipped, which in turn must match the MSDS provided with each delivery.

- 5) Regulatory Compliance - Spill Prevention and Response. Except as otherwise expressly instructed by Buyer in writing, Seller is solely responsible for the handling and transportation of the Goods in accordance with applicable Hazmat Laws until successfully delivered either to the Authorized Receiving Area or Boeing procured transportation provider in accordance with the instructions specified in the Purchase Order. This obligation includes, but is not limited to, the duty to prevent or respond to spills or other unauthorized release of the Goods to the environment. In addition to the general indemnification obligations provided elsewhere in this contract, Seller shall indemnify, defend and hold harmless Buyer from all claims, suits, actions, awards, liabilities, damages, costs and attorneys' fees related to, resulting from, or arising out of breach of Seller's duties under this section. Buyer shall duly notify Seller of any such claim, suit or action; and Seller shall, at its own expense, fully defend such claim, suit or action on behalf of Buyer. In no event shall Seller's obligations hereunder be limited to the extent of any insurance available to or provided by Seller.

#### **Article B. Miscellaneous**

- 1) Notice of Proposal for Scope Changes – Change of Laws. As stated in GP1 or GP2 as applicable, Seller is responsible to comply with all laws, including but not limited to any statute, rule, regulation, judgment, decree, order, or permit, applicable to its performance under this contract. The specific requirements set forth below relating to compliance with specific provisions governing Hazardous Materials are not intended to limit the scope of the GP1 and GP2 requirements in this regard.

By written notice to the assigned Boeing Authorized Procurement Representative, Seller shall: (1) notify Buyer of any stated obligation under this contract that is prohibited under any applicable law, where possible with sufficient advance notice so as to enable identification of alternative methods of performance; and (2) to notify Buyer at the earliest possible opportunity of any aspect of its performance that becomes subject to additional regulation.

- 2) No Substitutions. From time to time Buyer may designate to Seller in writing that particular Goods are qualified for compliance with the Aerospace National Emission Standards for Hazardous Air Pollutants, 40 CFR Part 63, Subpart FF ("A-NESHAP"). Once Buyer has so-designated a product, Seller must not substitute the formulation or brand of the product in question, unless the substitution has been documented and accepted by Buyer.

#### **Article C. Required Regulatory Information (MSDS and Supplemental Addendum)**

- 1) In addition and as a supplement to any information or data requirements stated in other contract documents incorporated herein, including without limitation requirements of applicable specification documents, Seller shall provide all information about the Goods supplied to Buyer under the contract necessary for compliance with applicable regulatory requirements. Such information shall be provided in the format and scope specified in this SSOW or by written Buyer communications to Seller submitted in advance of delivery by the Boeing Authorized Procurement Representative. Upon Buyer's request, Seller agrees to collect and provide specified technical data from upstream suppliers for Buyer's compliance purposes.
- 2) At a minimum, in fulfillment of its duties under this SSOW, Seller must provide Buyer with the data and information in: (a) a material safety data sheet ("MSDS") in the format required to meet the requirements of 29 CFR 1910.1200 ("Hazcom Standard") and ANSI Standard Z400.1-2004 "Hazardous Industrial Chemicals Material Data Safety Sheet – Preparation" ("the ANSI Standard"), which can be found at: <http://www.ilpi.com/msds/ref/ansi.html>; and (b) in an Addendum to the MSDS, the additional data and information listed in Table C below. To the extent a category of information for the Addendum required through Table C is not

otherwise required by ANSI Standard, Seller shall list it on the Addendum to the data sheet in the ANSI Standard format, labeled as Section 16. At Seller's option, it may provide the information in one document (i.e., rather than in a MSDS and separate Addendum). By specification of contractual information requirements herein, Buyer in no way undertakes responsibility for any of Seller's compliance duties including, but not limited to, requirements to deliver a Material Safety Data Sheet regulatory imposed under any local, national, or international laws. It is understood and agreed that Seller retains all responsibility to fulfill its duties under such laws.

- 3) Seller shall provide a copy of the MSDS and Addendum with each delivery, including a copy of the Certificate of Analysis (CofA), if required. Additionally, to meet the requirements of this paragraph, a copy of Seller's MSDS and Addendum must be submitted directly to Boeing's MSDS Office and, upon request, to Buyer's Authorized Procurement Representative, at the time of first item's purchase, and again in the event of a change in brand, chemical composition (including new ingredients), or new hazard information. Seller also must provide either: (a) a new or updated MSDS and Addendum not less frequently than every five (5) calendar years; or (b) provide a written, date, and signed statement certifying that previously-provided data remains valid as previously provided. An electronic MSDS is the preferred format; however, copies can be mailed or faxed prior to delivery of the material to:

**A. Email:**

[MSDS@Boeing.com](mailto:MSDS@Boeing.com)

**B. FAX:**

The Boeing Company  
 Attention: MSDS  
 Fax 425-965-8469

**C. Regular Mail:**

The Boeing Company  
 Attn: Safety Data Sheets  
 P.O. Box 3707, M/S 9U4-20  
 Seattle, WA 98124-2207

- 4) To the extent Goods supplied under this contract do not require a MSDS under the Hazcom Standard, Seller nevertheless shall provide Buyer with a document conveying the equivalent information as specified in the ANSI Standard, along with the MSDS Addendum as necessary to provide the information specified in Table C.

**Table C  
 Required Regulatory Data and Information  
 Supplement Scope of Work for Hazardous Materials Procurement**

Data Category	Required Content	Section in MSDS to be submitted
MSDS Data	Provide information required by all 16 Sections of ANSI Standard Z400.1-2004	N/A
MSDS Data	Provide GHS compliant Classification, Signal words, hazard statements, and pictograms	Section 16 Regulatory Information
DOT	DOT Proper Shipping name as it appears in 49 CFR 172.101	Section 14 Transportation

	Hazard Class or division Subsidiary Hazard Classes Packing Group United Nations identification Number Copy of DOT exemptions for possible reuse N.O.S. Descriptions DOT Explosive Class	Information
Fire Code Data	International Fire Code (IBC/IFC) hazard class (per various Local Regulations)	Section 5 Fire Fighting Measures
Identify by CAS number all constituents that are subject to the following regulations		
DEA	DEA controlled substance or DEA monitored substance	Section 16 Regulatory Information
EPA	Marine Pollutants listed in 49 CFR 171.8 and 49 CFR 27 appendix A EPA monitored Green House Gas Compounds as identified in 40 CFR 98.3 Volatile Organic Compounds as defined in 40 CFR Part 51.100 EPA Clean Water Act's list of Toxic Pollutants, 40 CFR 401.165 and Priority Pollutants listed under appendix A to 40 CFR 423 Compounds present in quantities above the reportable quantity (RQ) or threshold planning quantity (TPQ) value per 40 CFR 300-374 or 40 CFR 260-268 Chemicals Subject to the Emergency Planning and Community Right-To-Know Act (EPCRA) Hazardous Air Pollutants as Identified in chapter 85 section 7412 of USC 42 TSCA inventory per 40 CFR 700-789 TSCA Significant New Use Rule and Consent Order per 40 CFR Part 721 TSCA 12(b) Export Notification Rule	Section 16 Regulatory Information
Homeland Security	Each chemical component that is subject to 6 CFR 27 Appendix A, (CFATS)	Section 16 Regulatory Information

Radiation	Identify Radioactive Materials. How much, and their activity	Section 3 Hazards Identification
Additional Instructions		
In completing its response to this requirement, Supplier must affirmatively respond to all data elements. If Seller has no relevant information for a required item, Seller must include a statement of "non applicable" or "NA".		

**Article D. Additional Provisions Applicable to Delivery of Chemicals in Bulk**

- 1) Bulk Orders. With respect to all Purchase Orders for Goods requiring bulk delivery, Buyer will designate a Boeing Onsite Activity Representative for each delivery as specified on the Purchase Order, associated SOW or provided verbally at time of order placement. Seller must re-confirm governing terms and conditions related to product delivery prior to dispatch of bulk delivery trucks.
  - a) Seller must contact the Boeing Onsite Activity Representative per the Purchase Order, contract, and/or statement of work applicable to the requirement to coordinate delivery as instructed. If Seller is unable to make contact with the Boeing Onsite Activity Representative, the Seller is responsible to contact the Boeing Authorized Procurement Representative designated on the Purchase Order or other contract documents prior to any shipment.