

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

Prime Contracts FA8504-06-D-0001
(MTS/LTS)

Generated using Lockheed Martin CorpDocs 2011 Version

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The following are the supplemental terms and conditions to be incorporated, in addition to those other terms set out in the identified CorpDocs, into subcontracts issued under the C-130 MTS/LTS contract, FA8504-06-D-0001. These supplemental terms and conditions are subject to revision as prime contract terms, conditions, and requirement changes.

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

Add or modify the following FAR clauses as indicated below:

52.211-15 Defense Priority and Allocation Requirements (SEP 1990).

52.232-32 Performance-Based Payments (FEB 2002) Applies where performance-based payments will be made to subcontractor. "Contracting Officer" and "Government" means "Lockheed Martin." Subparagraph (c)(2) is deleted.

52.245-2 Government Property (Fixed-Price Contracts) (MAY 2004) "Contracting Officer" means "Buyer;" "Government" means "Buyer" except (1) in the terms "Government-furnished property" and "Government property;" (2) the second time it appears in Paragraph (b)(1)(ii); (3) in Paragraph (c)(1). In paragraph (f), and in paragraph (j) and subparagraph (j)(1), "Government" means "Buyer/Government." The fourth sentence of paragraph (h) is changed to read: "Neither the Government nor Buyer shall be liable..." The following is added as paragraph (m): "Seller agrees to provide Buyer immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of Seller's property control system."

52.245-17 Special Tooling (APR 1984) "Contracting Officer" means "Buyer," "Government" means "Buyer or the Government" except in paragraph (c) where it means "Buyer." The time period set forth in paragraph (i) is changed to 180 days.

52.245-18 Special Test Equipment (FEB 1993) "Contracting Officer" means "Buyer," and "Government" means "Buyer or Government" except in the third sentence of paragraph (c) where it means "Buyer." The time period set forth in paragraphs (b) and (c) is changed to sixty (60) days.

Add or modify the following DFARS clauses as indicated below:

252.204-7000 Disclosure of Information (DEC 1991) Paragraph (c) expressly requires this clause, or a similar clause to be included in all subcontracts.

252.208-7000 Intent to Furnish Precious Metals as Government Furnished Material. Paragraph (d) expressly required the clause be included in all solicitations for subcontracts unless it is known that the item being purchased does not contain precious metals.

252.215-7000 Pricing Adjustments (DEC 1991) Applies if the FAR clause entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data - Modifications" apply to this contract.

252.222-7000 Restrictions on Employment of Personnel (MAR 2000) Paragraph (b) expressly requires the clause to be included in all subcontracts.

252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991).

252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (AUG 2000) Applies if this PO is for supplies.

252.225-7010 Duty-Free Entry - Additional Provisions (AUG 2000)

252.225-7012 Preference for Certain Domestic Commodities (APR 2002)

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) Alternate I (APR 2003) -Applies if the Supplies furnished under this PO contain specialty metals.

252.225-7027 Limitation on Sales Commissions and Fees (MAR 1998) The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991).

252.225-7030 Restriction on Acquisition of Carbon, Alloy, & Armor Steel Plate (OCT 1992) While flowdown is not expressly required by the clause, it should be included in subcontracts for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications, furnished as a deliverable item under the prime contract.

252.225-7033 Waiver of United Kingdom Levies (APR 2003) Applies if this PO exceeds \$1,000,000 and Seller is a United Kingdom firm.

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 1998) Applies if this contract involves travel or performance outside the United States.

252.227-7030 Technical Data -- Withholding of Payment (MAR 2000) "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin or Government."

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999)

252.243-7002 Requests for Equitable Adjustment (MAR 1998) Applies if this PO exceeds \$100,000. "Government" means "Buyer or the Government"

252.246-7000 Material Inspection and Receiving Report (MAR 2003) Flowdown is not expressly required by the clause, but it should be included in all subcontracts that authorize direct shipments by the subcontractor to the Government.

Add or modify the following AFFARS and AFMC clauses as indicated below:

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)
Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances ODS) (APR 2003) The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin."

5352.247-9006 MARKING OF WARRANTED ITEMS (AFMC) (JUL 1997)