

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
GAL FOLLOW ON SUPPORT CONTRACT (BOA) CON/AVI/070052/21/024

Generated using Lockheed Martin CorpDocs 2021 Version

Original: 22 November 2021

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 document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

RESERVED

PART II. MODIFICATIONS: The dates or versions of the following clauses are modified as follows and are incorporated into the Contract:

RESERVED

PART III. ADDITIONS: The following clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

Repair Process:

If a Repair is estimated to be over \$100,000 (one hundred thousand United States Dollars), then SELLER shall provide a firm quotation to Lockheed Martin and wait for Lockheed Martin's approval to proceed with said Repair. If Lockheed Martin does not accept this firm quotation,

SELLER return the Repair to Lockheed Martin and SELLER shall be able to bill for any TT&E cost incurred prior to identifying that this Repair is estimated to be over \$100,000 (one hundred thousand United States Dollars).

SELLER's Repair quotation shall be valid for at least ninety (90) days from SELLER's submittal of the proposal

Confidentiality:

Any Orders between the Parties are confidential and shall not, without the prior written consent of the other Party, be disclosed by either Party in whole or in part except in so far as may be necessary for either Party to carry out its obligations under this Contract. This shall not apply to: (i) the need for disclosure to provide to legal counsel retained by a Party for legal counsel advice; or (ii) the need for disclosure is required by judicial action, provided the other Party is promptly notified and afforded an opportunity to prevent such disclosure.