

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS

UNDER

JAPAN F-35 FINAL ASSEMBLY AND CHECK OUT (FACO) RFP YPEP24-050

For use with the latest version Lockheed Martin CorpDocs

11-November-2012

Revision 1

For all subcontracts issued under the subject effort, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions (CorpDocs, etc.) to be used for subcontracts issued under the Prime Contract. In the event of a conflict between the version or date of a clause set out in this document and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out in this document shall take precedence.

1. Add the following clause(s):

PACKING AND SHIPMENT:

CorpDocs delivery point is confirmed to be FOB Place of Shipment.

WARRANTY:

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of **thirty (30) months**. If any nonconforming Work is identified within the warranty period, SELLER, at LOCKHEED MARTIN's option, shall promptly repair, replace, or reperform the Work.

DELAY IN DELIVERY:

Should SELLER fail to make delivery of any Work in accordance with the delivery schedule in this Purchase Order, Contract or Scheduling Agreement, then LOCKHEED MARTIN shall be entitled to

PSFD: JAPAN F-35 FACO RFP YPEP24-050