

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 LRIP 10 NON-ANNUALIZED SUSTAINMENT
PRIME CONTRACT NUMBER N00019-16-C-0004

Generated using Lockheed Martin CorpDocs 2015 Version

REV 3. 3 MAY 2018

REV 2: 1 SEP 2016

REV 1: 20 JUNE 2016

ORIGINAL: 10 JULY 2015

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.¹

In the event of a conflict, the terms of this document shall take precedence.

To the extent that any clause included in this document is inapplicable to the performance of this Contract,

RESERVED

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

RESERVED.

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

DFARS 252.203-7002 (SEP 2013) Requirement to Inform Employees of Whistleblower Rights

DFARS 252.203-7004 (JAN 2015) Display of Hotline Posters (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.)

DFARS 252.211-7005 (NOV 2005) Substitutions for Military or Federal Specifications and Standards

DFARS 252.211-7006 (SEP 2011) Passive Radio Frequency Identification

DFARS 252.211-7007 (AUG 2012) Reporting of Government-Furnished Property (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.243-7002 (DEC 2012) Requests for Equitable Adjustment.

NAVAIR 5252.247-9509 (JUL 1998) PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JUL 1998) (Applies if Seller will make shipments under this contract directly to the Government. In subparagraph (b), "Contract Number" means "Lockheed Martin's prime contract number and the number assigned to this contract.")

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

[Insert specific instructions]

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.