

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

ORIGINAL: 10 JULY 2015

REV 1: 20 JUNE 2016

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 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 FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

¹ This revision contains provisions in the LRIP 10 Non-Annualized Sustainment finalized Request for Proposal issued by the U.S. Government's F-35 Joint Strike Fighter Program Office (JSFPO) and are subject to modification once definitized prime contract terms and conditions between Lockheed Martin Aeronautics Co. and the JSFPO have been executed.

DFARS 252.246-7000 (MAR 2008) Material Inspection and Receiving Report (Applies if this contract requires delivery of Items directly to the Government.)

FAR 52.203-8 (MAY 2014) Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

FAR 52.204-14 (JAN 2014) Service Contract Reporting Requirements (Applies if this Contract exceeds the thresholds in FAR 4.1703 except does not apply if the prime contract is funded by the Department of Defense. "Contractor" means "Lockheed Martin." The reports referred to in paragraph (f)(1) shall be furnished by Seller to Lockheed Martin by October 8 of each year. In paragraph (f)(2) the words "The Contractor shall advise the subcontractor" are changed to "Lockheed Martin advises Seller".)

FAR 52.211-5 (AUG 2000) Material Requirements ("Contracting Officer" means "Lockheed Martin.")

FAR 52.215-23 ALT I (OCT 2009) Alternate I - Limitations on Pass-Through Charges (Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)

FAR 52.222-17 (MAY 2014) Nondisplacement of Qualified Workers (Applies if this Contract is for services in excess of \$150,000. Does not apply to Commercial Items as defined in FAR 2.101.)

FAR 52.228-3 (Jul 2014) Workers' Compensation Insurance (De.6(R)4 Incd)

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52.216-17. Does not apply to Commercial Items as defined in FAR 2.101. "Government" means "Lockheed Martin.")

FAR 52.232-39 (JUN 2013) Unenforceability of Unauthorized Obligations

FAR 52.243-2 ALT II (APR 1984) Alternate II - Changes-Cost-Reimbursement. (Applies if this Contract is a cost reimbursable. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.245-9 (APR 2012) Use and Charges (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-11 (DEC 2014) Higher-Level Contract Quality Requirement

FAR 52.246-15 (APR 1984) Certificate of Conformance (Applies if Seller will make shipments under this contract directly to the Government.)

FAR 52.246-2 ALT I (JUL 1985) Alternate I - Inspection of Supplies Fixed-Price ("Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin.")

FAR 52.247-64 ALT I (APR 2003) Alternate I - Preference for Privately Owned U.S.-Flag Commercial Vessels (

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(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 point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

NAVAIR 5252.247-9510 (OCT 2005) PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) (Applies if Seller will make shipments under this contract directly to the Government.)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-

(8) Quantity.

(9) From - the contractor's address shipped from.

(10) Ship to - the shipping address provided in the contract.

(11) Transportation Priority

(12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

H-1 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR 5252.204-9504) (JAN 2007) (DEVIATION)

(a) The Contractor shall not release to anyone outside the Contractor's organization any information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any effort directly related to the F-35 Lightning II Joint Strike Fighter (JSF) Program unless—

- (1) The F-35 Joint Program Office (JPO) has given prior written approval;
- (2) The information is otherwise in the public domain before the date of release; or
- (3) The information is being released to associate contractors, subcontractors, suppliers, or vendors who require the information for execution of work under an F-35 Lightning II JSF contract.

The Contractor shall provide notification to the JSFPO by submitting the original and 1 copy of the

NAVAIR 5252.247-9508 Prohibited Packing Materials (NAVAIR) (JUN 1998)

NAVAIR 5252.247-9509 Preservation, Packaging, Packing, and Marking (NAVAIR) (JUL 1998)

NAVAIR 5252.247-9510 Preservation, Packaging, Packing, and Marking for Foreign Military Sales

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