

**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 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.





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-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

(1) FMS Case Number.

(2) Part Number (with CAGE Code).

(3) For - the organization/address the material is shipped to.

(4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)

(5) Project Code number.

(6) Project Directive Line Item (PDLI) Number.

(7) Requisition Serial Number (RSN).



F-35 Joint Program Office  
Arlington, VA 22202

**H-14 5252.211- 9510**



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