

**FCA (Supplier Dock)** unless expressly stated otherwise on the face of this Contract.

- (b) Items packaged in containers intended to be reused for subsequent shipments (other than carrier owned containers); shall be listed on the commercial invoice, and shall include the value, the Country of Origin and the material from which the container is made.
- (c) Seller shall conspicuously mark the Country of Origin of each item. The marking shall be legible and as permanent as the nature of the item permits. Any exemption from this direct marking requirement will be communicated in writing through the Lockheed Martin Procurement Representative. If an item is exempt from direct marking then the outer carton, box or packaging shall be marked with the Country of Origin.

## **2. CARRIER**

The following carriers shall be used for as indicated by Lockheed Martin:

<b>Fort Worth</b>	<b>CEVA Logistics</b> (all lanes not covered by Expeditors International, DSV Air & Sea or Yusen; including Australia, Chile, France, Iraq, Italy, Mexico, Singapore,
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**Marietta**                      **Expeditors International** (As directed by the Lockheed Martin Procurement Representative )

**DSV Air & Sea** (UK, Turkey, and as directed by the Lockheed Martin Procurement Representative )

**Palmdale**                      **Expeditors International**

**F-35 Global Sustainment**                      **DSV Air & Sea** [Europe; including Denmark, Italy (Amendola), Netherlands (Leeuwarden), Norway (Orland)], Israel

**SELLER SHALL NOT USE THE INTERNATIONAL “DOOR TO DOOR” SERVICES OF FEDEX INTERNATIONAL EXPRESS, DHL, OR UPS WORLDWIDE EXPRESS UNLESS EXPRESSLY AUTHORIZED IN WRITING FROM LOCKHEED MARTIN.**

**3. SHIPPING DOCUMENTATION**

Seller shall complete the following shipping documentation:

**(a) Shipments for Lockheed Martin Fort Worth, Texas**

**Consignee Section of the Carrier Air Way Bill, Bill of Lading and Commercial Invoice:**

Lockheed Martin Aeronautics Company  
One Lockheed Blvd  
Fort Worth, TX 76108

**Forwarder, Agent, or Notify Party Section of the Carrier Air Way Bill or Bill of Lading**



Seller shall complete the carrier's instruction of the Air Way Bill or Bill of Lading, or both and provide all freight documentation to the approved Lockheed Martin Aeronautics Broker or Forwarder upon entry into the United States.

CEVA Logistics  
1901 West Airfield Drive  
DFW Airport, TX 75261  
Attn: Shaketha Miles or Quinchessia Mitchell

**Forwarder, Agent, or Notify Party section of the Carrier Air Way Bill or Bill of Lading**

Seller shall complete the carrier's instruction of the Air Way Bill or Bill of Lading, or both and provide all freight documentation to the approved Lockheed Martin Aeronautics Broker or Forwarder upon entry into the United States.

Expeditors International of Washington Inc.  
4260 Frontage Road  
Atlanta, GA 30354  
770-991-9333  
770-991-9466 Fax

DSV Air & Sea Inc.  
1300 Minters Chapel Road, Suite 100  
Grapevine, TX 76051  
Attn: Cortney Conaway, Cortney.conaway@us.dsv.com  
Attn: Darius Cox, Darius.Cox@us.dsv.com  
817-424-5111 ext 3507, 3504

**(c) Shipments for Lockheed Martin Aeronautics Company – Palmdale, California**

**Consignee Section of the Carrier Air Way Bill, Bill of Lading and Commercial Invoice:**

Lockheed Martin Aeronautics Company  
1011 Lockheed Way  
Building 601  
Palmdale, California 93550

**Forwarder, Agent, or Notify Party section of the Carrier Air Way Bill or Bill of Lading**

Seller shall complete the carrier's instruction of the Air Way Bill or Bill of Lading, or both and provide all freight documentation to the approved Lockheed Martin Aeronautics Broker or Forwarder upon entry into the United States.

Expeditors International of Washington Inc.  
506 East Dallas Rd., Suite 400  
Grapevine, TX 76051  
Attn: Laurie Boelens  
817-305-4004 or 817-305-4000  
dfw-lockheed@expeditors.com



(a) Seller shall include a commercial invoice on all shipments. The commercial invoice shall be in English (or have an English translation) and shall be signed by the Seller or Seller's agent. The invoice shall be prepared in accordance with Sections 141.86 through 141.89 of Title 19 Code of Federal Regulations (CFR), the "Customs Regulations" governed by the U.S. Customs and Border Protection (CBP). The invoice shall contain the following information, in accordance with the Tariff Act of 1930:

1. Buyer and Seller as defined on contract. If Seller address code does not contain Lockheed Martin, then Seller shall include one of the following on the commercial invoice:
  - a) Lockheed Martin Aeronautics, C/O "address code information"
  - b) Importer of Record: Lockheed Martin Aeronautics (address)
2. The U.S. Port of Entry indicating the US port where the merchandise is destined (e.g. Los Angeles (LAX), Atlanta (ATL), Dallas/Fort Worth (DFW), etc.).
3. A detailed description of the merchandise, quantity and part numbers, and the net weight or measure contained in each individual package. The description of the merchandise should be at







5. ITAR category or ECCN Number; if unknown contact the Lockheed Martin Procurement Representative or a representative from the Lockheed Martin International Trade Compliance group.
6. Seller shall provide a declaration, on the invoice or on a separate document, as set forth in Exhibit A of this Appendix IS, on articles returned for repair.

#### **15. ARTICLES RETURNED WITHOUT IMPROVEMENT**

1. Articles of any origin returned within three years of export from the United States may receive duty-free treatment, provided they have not been advanced in value or improved in condition. Unaltered U.S. articles may receive duty-free treatment regardless of when they were exported.
2. Seller shall provide a declaration, on the invoice or on a separate document, as set forth in Exhibit B of this Appendix IS, on articles returned in substantially the same form as they were received.

#### **16. DEPARTMENT OF DEFENSE - DUTY FREE ENTRY**

Lockheed Martin shall notify Seller in the event shipment is entitled to military duty-free entry.

Pursuant to 48 CFR 252.225-7013 all Seller documents, including bills of lading and air waybills, shall include the following on military duty free items:

1. U.S. Government prime contract number. Seller invoice should list the prime contract number for each item.
2. Contract (purchase order) number.
3. The following statement:

"UNITED STATES DEPARTMENT OF DEFENSE DUTY-FREE ENTRY TO BE CLAIMED PURSUANT

## 17. ITEMS RETURNED WITH NO CHARGE

When Seller is furnishing merchandise at no charge, a value for Customs purposes must be shown on Seller's commercial invoices. The value declared must be an accurate representation of the actual value of the item. The invoice shall **not** include a declaration that the value is for Customs purposes only.

## 18. MANUFACTURING LICENSE AGREEMENT ANNUAL REPORT OF SALES OR OTHER TRANSACTIONS

(a) Seller shall provide a separate Annual Sales Report (ASR) to Lockheed Martin for each Manufacturing License Agreement (MLA) issued by the U.S. Department of State under the Contract. The ASR shall include sales or other transfers pursuant to the MLA of licensed articles, by quantity, type, U.S. dollar value, and purchaser or recipient.

(b) Seller shall submit the ASR to Lockheed Martin on or before February 28<sup>th</sup> of each year.

## 19. CLASSIFIED INFORMATION

All classified information and material furnished or generated under this contract shall be protected as follows:

(a) The recipient will not release the information or material to a third-country government, person, or firm without the prior approval of the releasing government.

(i) The recipient will afford the information and material a degree of protection equivalent to that afforded it by the releasing government; and

(ii) The recipient will not use the information and material for other than the purpose for which it was furnished without the prior written consent of the releasing government.

(b) Classified information and material furnished or generated under this contract shall be transferred



**EXHIBIT A – REPAIR MERCHANDISE DECLARATION**

**REPAIR MERCHANDISE DECLARATION**

I,-----, declare that the articles herein specified are the articles which, in the condition in which they were exported from the United States, were received by me (us) on -----, 20-----, from----- (name and address of owner or exporter in the United States); that they were received by me (us) for the sole purpose of being repaired or altered; that only the repairs or alterations described below were performed by me (us); that the full cost or (when no charge is made) value of such repairs or alterations are correctly stated below; and that no substitution whatever has been made to replace any of the ar(3(a)8 [an)2.4(y)-4.4(9t)-3.4(it)-2.3(4.03 565(o)-6.1(244F1 11.)-77.911.1(b2.3(4.0)-2.7()-1)-2.3(c

**EXHIBIT B – ARTICLES RETURNED WITHOUT IMPROVEMENT DECLARATION**

**ARTICLES RETURNED WITHOUT IMPROVEMENT DECLARATION**

I, -----, declare that, to the best of my knowledge and belief, the articles herein specified were exported from the United States, from the port of ----- on or about -----, 20-----, and that they are returned without having been advanced in value or improved in condition by any process of manufacture or other means.

Marks	Number	Quantity	Description	Value, in U.S. Dollars
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