



GENERAL PROVISIONS
COMMERCIAL SUBCONTRACTS/PURCHASE ORDERS

- 1 Acceptance of Contract/Terms and Conditions
- 2 Applicable Laws
- 3 Assignment
- 4 Changes
- 5 Contract Direction
- 6 Default
- 7 Definitions
- 8 Disputes
- 9 Electronic Contracting
- 10 Export Control
- 11 Extras
- 12 Furnished Property
- 13 Gratuities/Kickbacks
- 14 Independent Contractor Relationship
- 15 Information of Lockheed Martin
- 16 Information of Seller
- 17 Inspection and Acceptance

- 18 Insurance/Entry on Lockheed Martin Property
 - 19 Intellectual Property
 - 20 New Materials
 - 21 Offset Credit/Cooperation
 - 22 Packing and Shipment
 - 23 Payments, Taxes, and Duties
 - 24 Precedence
 - 25 Quality Control System
 - 26 Release of Information
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Exhibits, Attachments, and any Task Order (s) issued hereunder, constitutes the entire ag

- (b) SELLER's acknowledgment, acceptance of payment, or commencement of performan Contract.
- (c) **Additional or differing terms or conditions proposed by SELLER or included in S MARTIN and have no effect unless expressly accepted in writing by LOCKHEED**

2. **APPLICABLE LAWS**

- (a) This Contract shall be governed by and construed in accordance with the laws of the S law rules. SELLER agrees to comply with all applicable laws, orders, rules, regulation pay all fees, and other required charges and shall comply with all applicable guidelines authority.
- (b) SELLER represents that each chemical substance constituting or contained in Work sol is on the list of chemical substances compiled and published by the Administrator of the Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (c) SELLER shall provide to LOCKHEED MARTIN with each delivery any Material Safe containing such information as required by the Occupational Safety and Health Act approved counterpart.

3. **ASSIGNMENT**

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be MARTIN. SELLER may assign rights to

- (d) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall excuse SELLER from pro

LOCKHEED MARTIN as an additional insured for the duration of this Contract. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of LOCKHEED MARTIN and is not contributory with any insurance which LOCKHEED MARTIN may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations for procuring and maintaining insurance coverages are freestanding and are not affected by any other language in this Contract.

(b)

25. **QUALITY CONTROL SYSTEM**

- (a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.
- (b) Records of all quality control inspection work by SELLER shall be kept complete and available to LOCKHEED MARTIN and its customers.

26. **RELEASE OF INFORMATION**

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER without the prior written approval of LOCKHEED MARTIN.

27. **SEVERABILITY**

Each paragraph and provision of this Contract is severable, and if one or more paragraphs or provisions are declared invalid, the remaining paragraphs and provisions of this Contract will remain in full force and effect.

28. **STOP WORK**

- (a) SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received from LOCKHEED MARTIN, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.
- (b) Within such period, LOCKHEED MARTIN shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

29. **SURVIVABILITY**

If this Contract expires, is completed, or is terminated, SELLER shall not be relieved of those obligations contained in the following provisions:

- Applicable Laws
- Electronic Contracting
- Export Control
- Independent Contractor Relationship
- Information of Lockheed Martin
- Insurance/Entry on Lockheed Martin Property
- Intellectual Property Release of Information
- Warranty

30. **TERMINATION FOR CONVENIENCE**

- (a) For specially performed Work:
 - (i) LOCKHEED MARTIN may terminate part or all of this Contract for its convenience by giving written notice to SELLER.
 - (ii) Upon termination, in accordance with LOCKHEED MARTIN written direction, SELLER will immediately: (i) Cease work; (ii) Prepare and submit to LOCKHEED MARTIN an itemization of all completed and partially completed deliverables and services; (iii) Deliver to LOCKHEED MARTIN deliverables satisfactorily completed up to the date of termination at the agreed upon prices in the relevant Statement of Work; and (iv) Deliver upon request any Work in process. In the event LOCKHEED MARTIN terminates for its convenience after performance has commenced, LOCKHEED MARTIN will compensate SELLER for the actual, allowable, and reasonable expenses incurred by SELLER for Work in process up to and including the date of termination provided SELLER uses reasonable efforts to mitigate LOCKHEED MARTIN's liability under this clause.
 - (iii) In no event shall LOCKHEED MARTIN be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. SELLER's termination claim shall be submitted within ninety (90) days from the effective date of the termination.
- (b) For other than specially performed Work: LOCKHEED MARTIN may terminate part or all of this Contract for its convenience by giving written notice to SELLER and LOCKHEED MARTIN's only obligation to SELLER shall be payment of a mutually agreed-upon restocking or service charge.
- (c) In either case, SELLER shall continue all Work not terminated.

31. **TIMELY PERFORMANCE**

- (a) SELLER's timely performance is a critical element of this Contract.



- (c) The rights and remedies of LOCKHEED MARTIN in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

33. **WARRANTY**