



LOCKHEED MARTIN CORPORATION

CORPDOC 50EU

**GENERAL PROVISIONS FOR
EUROPEAN UNION COMMERCIAL SUBCONTRACTS/PURCHASE ORDERS**

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.
- (c) Unless expressly accepted in writing by LOCKHEED MARTIN, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by LOCKHEED MARTIN and have no effect.
- (d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

2. APPLICABLE LAWS

- (a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the Country where LOCKHEED MARTIN will receive delivery of the Work, without regard to its conflicts of laws provisions. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Contract.
- (b) SELLER, in compliance with any local, state, and/or federal authority subject to the condition noted above. SELLER, at its expense, shall provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Contract.

(c) Work delivered by SELLER under this Contract may be incorporated into deliverable goods for use (i) in the European Economic Area (EEA) and subject to the European Union Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); the Classification, Labeling and Packaging Regulation (EC) No. 1272/2008 (CLP); and the Biocidal Products Regulation (EU) 528/2012 (BPR);



laws of multi-lateral conventions (such as the Stockholm (Persistent Organic Pollutants) and Minamata (Mercury) Conventions).

(1) SELLER represents and warrants that the Work and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR, and that no current requirement in any applicable chemical substance law and/or regulation prevents the sale or transport of SELLER's Work or substances in SELLER's Work in the EEA or other applicable countries, and that all such Work and substances have been pre-registered, registered, reported, approved, and/or authorized as and to the extent required by all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR.

(2) SELLER shall timely respond to any request from LOCKHEED MARTIN with all relevant information on the Work so that the intents of all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR are met for communicating with downstream users (e.g., as defined in article 3(13) of REACH [any person established in the EEA using substances in the course of that person's industrial or professional activities; the definition does not include the manufacturer, importer, distributor, or consumer]), and in any case, SELLERARdos(m)-6.42cR(s)-1.3 7 (o)-1 T



5. CHANGES

(a) The LOCKHEED MARTIN Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, LOCKHEED MARTIN shall make an equitable adjustment in the Contract price and/or delivery schedule, and modify this Contract accordingly. Changes to the delivery schedule will be subject to a price adjustment only.

(c) SELLER must a.9 (ad)851



the performance of the Contract. Both parties agree that any Personal Data so received will only be used for and in relation to the performance of this Contract or for continuing business relations between the parties.

(b) In the event one of the purposes of the Work performed by SELLER involves the Processing of Personal Data then the parties agree that the supplement titled "Lockheed Martin Data Protection Addendum" shall also apply.

(c) Capitalized terms used and not defined herein shall have the respective meanings as ascribed to them in the GDPR.

10. DEFAULT

(a) LOCKHEED MARTIN, by written notice, may terminate this Contract for default, in whole or in part, if SELLER (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; (v) becomes insolvent or suffers a material adverse change in financial condition; or (vi) there is a change in control of SELLER which in the reasonable opinion of LOCKHEED MARTIN adversely affects its position, rights or interests. SELLER shall have t



(c) Nothing in the foregoing paragraph (a) and (b) shall prevent LOCKHEED MARTIN:

(1) From seeking injunctive or other emergency relief before a court of competent jurisdiction in the country where LOCKHEED MARTIN will receive delivery of the Work when the time to bring a matter before arbitration would likely preclude appropriate remedy or lead to irreparable harm, or

(2) From bringing proceedings in any court of competent jurisdiction for the purposes of enforcing a ruling of any finding or award made in arbitration.

(d) Until final resolution of any dispute, SELLER shall diligently proceed with the performance of this Contract as directed by LOCKHEED MARTIN.

13. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

14. EXCUSABLE DELAY

(a) Subject to complying with the provisions of clause 14(b), SELLER shall be excused from, and shall not be liable for, failure of performance to the extent due to causes beyond SELLER's control and without SELLER's fault or negligence,



(d) If the delay extends for thirty (30) days or more this Contract may be terminated by LOCKHEED MARTIN without



list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"). SELLER shall immediately notify the LOCKHEED MARTIN Procurement Representative if SELLER or any parent, subsidiary or affiliate of SELLER is, or becomes, listed on any Restricted Party List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any United Kingdom, or other relevant governmental entity or agency.

(e) SELLER shall immediately notify LOCKHEED MARTIN upon learning that any subcontractor or lower-tier supplier with





expense, at no charge to LOCKHEED MARTIN. SELLER will promptly notify LOCKHEED MARTIN if, at any time during Contract performance, the data supporting an approval or clearance for Logical Access becomes outdated, superseded, or inaccurate for any reason. In the event Contract requirements include that SELLER personnel have access to information provided by or on behalf of LOCKHEED MARTIN to SELLER that is subject to additional security access requirements (e.g., controlled unclassified information (CUI), classified information), then SELLER agrees that its personnel will submit to additional background screening conducted by or on behalf of LOCKHEED MARTIN Security and/or SELLER will furnish LOCKHEED MARTIN Security with all data as LOCKHEED MARTIN may reasonably require that is necessary to obtain or verify clearance for the personnel to be able to access such information.

(f) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

23. INFORMATION OF SELLER

(a) SELLER shall provide LOCKHEED MARTIN with all information and documentation as may be reasonably required for LOCKHEED MARTIN to receive the benefit of the Contract. Where computer software is delivered as the Work or is otherwise a part of the Work, SELLER shall provide the title(s), version(s), type(s) and licenses for the software (including any third party software components) as soon as practicable but no later than at the time of delivery.

(b) SELLER shall not provide any proprietary information to LOCKHEED MARTIN without prior execution of a proprietary information agreement by the parties.

(c) Should the proprietary information of SELLER be disclosed to LOCKHEED MARTIN then LOCKHEED MARTIN shall be permitted to disclose such proprietary information to (a) third parties serving as its contract employees, legal, tax, or financial advisors or consultants in support of LOCKHEED MARTIN business, each of whom shall have signed a non-disclosure agreement with LOCKHEED MARTIN and/or whom is otherwise bound by confidentiality obligations consistent with the Contract, and (b) governmental authorities performing audit or oversight of LOCKHEED MARTIN's business.

24. INSPECTION AND ACCEPTANCE

(a) LOCKHEED MARTIN and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.

(b) No such inspection shall relieve SELLER of its obligations to furnish and warrant all Work in accordance with the



(d) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

(e) Unless this Contract expressly provides otherwise, title to Work shall pass to LOCKHEED MARTIN upon final acceptance. If under this Contract any part of the price is payable before delivery, the ownership of all material allocated for the Contract shall vest in LOCKHEED MARTIN when it is so allocated and SELLER shall mark the material accordingly





29. OFFSET CREDIT/COOPERATION

This Contract has been entered into in direct support of LOCKHEED MARTIN's international offset programs. All offset benefit credits resulting from this Contract are the sole property of LOCKHEED MARTIN to be applied to the offset program of its choice. SELLER shall assist LOCKHEED MARTIN in securing appropriate offset credits from the respective country government authorities.

30. PACKING AND SHIPMENT

(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.

(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, lifting, l(o)l)-3.2 (o)9.6 ((l)06 ((l)06r,f-6.6 (n)13.22)06 ((l-6.4 (e)-3 (n)2.3 (t)-3 (s)-1.3 (.)1 (S)18c)-1. (e)-3 -3.4 (me06r,f-6.6 (n)13.22



occurred. SELLER shall implement any remediation actions identified by the audits. SELLER shall facilitate audits by gathering all information necessary to confirm its compliance with this Contract and all applicable laws and regulations.

37. RIGHTS OF THIRD PARTIES

A person who is not a party to this Contract may not enforce any of the terms hereunder or otherwise.

38. SEVERABILITY

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

39. 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) 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.

(c) SELLER shall continue all Work not terminated.

42. TIMELY PERFORMANCE

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



46. WAIVERS, APPROVALS, AND REMEDIES

