

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

**SINGAPORE PRODUCTION AND PRODUCTION LEASE
APPENDIX '3' ATTACHMENT 96
ADDITIONAL TERMS AND CONDITIONS TO 'X'
FOR PRODUCTION/LEASE AND PRODUCTION/PURCHASE PROGRAMS**

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1. Modify Article 7, "Warranty," as follows:

In paragraph (b), delete "one year," and substitute, "six months."

In paragraph (b), at the end of the sentence, add, "unless the basic one-year warranty period set forth above already extends to six months after Items are, or are to be, incorporated in an end item delivered to any of Buyer's customers."

2. Article 12, "Data Rights." At the end

- (b) This Purchase Order shall be held in confidence between the parties, and Seller may only communicate information to its employees and agents on a need-to-know basis.
- (c) Seller shall obtain in writing the prior approval and consent of the Buyer before the release of any news item, article, publication, advertisement, prepared speech, or any other information or material pertaining to any part of the obligations to be performed under the Purchase Order. ~~Purc~~erTw

Buyer should substitute Alternate I of Article 36 in Attachment 1 of the RFP for procuring Items that were formerly supplied as Government Furnished Equipment (“GFE”) to Lockheed Martin on the F-16 Program.

Article 36, “Condition of Items,” Alternate I.

All Items supplied hereunder must be new unless it is not possible to supply all such Items as new due to certain parts, components or equipment being out of production. If Seller learns of any Items that can only be procured in “like new” serviceable condition, Seller shall promptly notify Buyer of the identity of such Items with a written explanation as to why such Items can only be procured in “like new” serviceable condition.

CERTIFICATE REGARDING GIFTS, INDUCEMENTS AND REWARDS

Please check appropriate box:

Offeror/Seller hereby certifies that neither it nor its employees or agents have offered or agreed to give any person any gift or consideration of any kind, as an inducement or reward for forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Purchase Order with Buyer.

Offeror/Seller hereby certifies that it and its employees or agents have offered or agreed to give one or more persons gifts or consideration of some kind, as an inducement or reward for forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Purchase Order with Buyer.

This Certification constitutes a material representation by Seller for which AMMC will rely in the event it makes a Purchase Order award to Offeror/Seller with respect to the goods or services that are the subject of the referenced RFP. Buyer shall have the right to terminate for default any purchase order so awarded in the event Offeror/Seller submits any false, inaccurate or incomplete information in connection with this Certification, fails to provide any necessary or required information.

Signature of Offeror/Seller

Date

Title