

19 September 2013

UAE F-16 PROGRAM AMMROC FOLLOW-ON SUPPORT (AFOS) CONTRACT

SUPPLEMENT TO CORPDOC 1 GENERAL PROVISIONS (2013

Version and LM Aero Supplemental Terms and Conditions)

CLAUSE 4. CHANGES

4.(c) The first sentence is revised as follows: "SELLER must assert its right to an equitable adjustment under this clause within twenty (20) days from the date of receipt of the written change order from 301000577-09-05-009(963602522

	The most recent year that a Manufactured Product is available for purchase.
	Line Replaceable Unit - Product that can be replaced at Organizational Level of Maintenance.
	A Product of recent manufacture, production or purchase and is unused. The term "Brand New" shall have the same meaning.
	National Stock Number.
	Original Equipment Manufacturer.
Prime Contract Number	Means ORA0121/002/11053/102f/11491/61362

CLAUSE 18. INSPECTION AND ACCEPTANCE

Add the following new subparagraphs:

- (d) Notwithstanding any other provisions of this Contract, final inspection and acceptance of any item(s) shipped to LOCKHEED MARTIN, LOCKHEED MARTIN's customer, or designated site in the UAE, shall take place within two (2) months after delivery under this Contract.

- (e) Rejected Product. In the event a Product is received by LOCKHEED MARTIN, LOCKHEED MARTIN'S customer, or designated site in the UAE and does not conform to contractual specifications, and/or modifications as agreed upon, LOCKHEED MARTIN may reject such Product and SELLER must arrange for replacement of rejected Product free of charge (including the freight and insurance charges) as per the agreed specifications and modifications. The rejected Products are to be collected by SELLER at its own cost

and workmanship, for a period of twelve (12) months from the date of delivery to LOCKHEED MARTIN.

(c) **WARRANTY CLAIM PROCESS:**

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(i) TAT necessary to carry out the repair/overhaul/

case, SELLER shall, within two (2) days of receiving the LOCKHEED MARTIN's request, respond with a quotation to LOCKHEED MARTIN as stated in Article 9.3. SELLER shall make its best efforts to send its personnel within two (2) Working Days from receipt of LOCKHEED MARTIN's Purchase Order.

- (f) Should the efficiency of SELLER's specialist not be satisfactory for LOCKHEED MARTIN, LOCKHEED MARTIN will inform SELLER in writing with a full explanation of the deficiencies. LOCKHEED MARTIN and SELLER will discuss the matter and if agreed that SELLER's specialist must be replaced, SELLER will provide the replacement in accordance with available technician personnel of similar experience and skill.
 - (i) In the case of illness, injury or serious personal matters SELLER shall replace his personnel with LOCKHEED MARTIN's consent.
 - (ii) All corresponding charges for replacement must be borne by SELLER including any overlap period. In case of replacement, SELLER shall provide in advance to LOCKHEED MARTIN, a document summarizing the work experience of this new specialist.
- (g) SELLER's specialists shall abide by the Security and Safety regulations and other standing orders issued by LOCKHEED MARTIN and/or the END USER FORCE and as provided to and notified in advance to SELLER's specialists. In addition, SELLER's specialists shall abide by all applicable rules and laws within the host country, but only to the extent that such applicable rules or laws are not in conflict with such laws and regulations of the BUYER's or SELLER's government.
- (h) In the case of breach of this Clause resulting in willful 0 Td (i)Tj -0.0

