

**LOCKHEED MARTIN CORPORATION**  
**SUPPLEMENTAL TERMS AND CONDITIONS FOR TIME and MATERIAL**  
**SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**ITALIAN FINAL ASSEMBLY AND CHECK OUT CAPABILITY STAND-UP CONTRACT**

**January 19, 2011**

For all subcontracts issued under the Italian Final Assembly and Check Out Capability Stand-Up Contract (the Prime Contract), the following supplemental terms and conditions are incorporated in addition to **Lockheed Martin Corporation's Corpdoc 1 T&M, General Provisions Commercial Subcontracts/Purchase Orders**.

1. Article 2, Applicable Laws. Add the following new paragraphs (f) and (g):

(f) Work delivered by SELLER under this Contract may be incorporated into deliverable goods for use in the Italian Republic. SELLER warrants to LOCKHEED MARTIN that, at no increase in contract price, SELLER's products conform to applicable European Union and Italian laws, regulations, statutes and directives governing imported products, including, but not limited to, Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and, as applicable, Regulations or Directives regarding health, safety and welfare such as Conformite European (CE) compliance. SELLER agrees that LOCKHEED MARTIN may disclose SELLER's product chemical composition and other relevant information to its registered agents and government or regulatory authorities for purposes of compliance with these laws.

(g) For any Work to be performed in the Italian Republic, including fabrication and/or installation services, SELLER will conform to applicable European Union, Italian and regional laws, regulations, statutes and directives governing the scope of work for labor and professional services, including, but not limited to, professional certifications, taxes, social security, health and safety regulations, and personal protective equipment use.

2. Article 4, Changes. In paragraph (c), delete "thirty (30) days" and replace with "twenty (20) days."

3. Article 17. Information of SELLER. Add the following as new paragraph (b):

(b) SELLER grants to LOCKHEED MARTIN the right to submit to the Customer such information required by Italian law.

4. Article 18, Inspection and Acceptance.

4.1 In paragraph (d), delete "without disclosing the corrective action taken" and replace with "without the 3 L0011witytenconfsnst odOrKHEED M-5.4(AARTI)-5.64rk toc4

4.2 Add the following new paragraph (e):

10. Additional Clauses. Add the following additional clauses:

10.1 Amendments Required by the Prime Contract. SELLER agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

10.2 Adequacy and Conformity of Prices. SELLER warrants that its price for the Works is the lowest applied by it to any other national or international contract of similar quality and at the same configuration and terms and conditions. If, during Contract execution, evidence is given of better prices provided to other customers, SELLER shall reduce the price within the limits of the other customers and reimburse LOCKHEED MARTIN for any extra amounts plus interest accrued from the date of payment until the reimbursement date.

10.3 Excusable Delay.

(a) SELLER shall not be liable nor in default in carrying out its obligations provided for in the Contract due to an event beyond its control, which shall include, without limitation: insurrections; acts of terrorism impacting the work area or workforce; riots; fires; explosions; floods; earthquakes; other acts of terrorism; acts of God; war or the public enemy; epidemics; quarantine restrictions; labor strikes causing cessation, slow-down or interruption of work; or any other cause beyond the SELLER's reasonable control and/or not occasioned by SELLER's fault or negligence.

(b) Based upon mutual agreement between SELLER and LOCKHEED MARTIN, the delivery date of the obligations so affected will be postponed for a period of time equal to the delay caused by the event, provided that the SELLER shall use commercially reasonable effort to mitigate the impact of the event on the timing of the affected delivery. In order to obtain the extension, the SELLER shall notify LOCKHEED MARTIN within ten (10) calendar days of the occurrence, specifying the expected impact on the performance and performance period.

10.4 DUVRI. For any Work to be performed in the Italian Republic, including fabrication and/or installation services, SELLER will consider the risk of possible hazards due to mutual interferences between normal base operations, the activities performed under this Contract, and the activities performed by other contractors. SELLER will assist LOCKHEED MARTIN in preparing a Documento Unico di Valutazione del Rischio di Interferenza (DUVRI), as necessary, to identify the risks and activities to mitigate the same.

10.5 Over and Above Work.

a) Definition. Over and Above Work means additional labor, articles, materials, supplies, goods and services requested by LOCKHEED MARTIN that are not included in the Work or the Price of this Contract.





