

LOCKHEED MARTIN AERONAUTICS COMPANY

SUPPLEMENTAL CLAUSES FOR SUBCONTRACTS – PRODUCTION

1. DEFINITIONS

The following terms shall have the meanings set forth below:

“LOCKHEED MARTIN” has the definition set forth in the applicable CorpDocs incorporated into this Contract.

“Contract” has the definition set forth in the applicable CorpDocs incorporated into this Contract.

“SELLER” has the definition set forth in the applicable CorpDocs incorporated into this Contract.

“Work” has the definition set forth in the applicable CorpDocs incorporated into this Contract.

2. REFERENCED DOCUMENTS

Copies of documents referenced in this Contract may be obtained from the LOCKHEED MARTIN Aeronautics Supply Chain Management (“SCM”) internet home page at <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> or from the LOCKHEED MARTIN Procurement Representative.

3. ENVIRONMENTAL, SAFETY AND HEALTH

(a) Hazardous Material: SELLER warrants that the Work delivered or brought onto LOCKHEED MARTIN’s premises in the performance of this Contract, do not contain any of the hazardous material listed on the hazardous materials elimination list (“HMEL”), the version effective as of the release date of this Contract, under the heading “I. Banned Materials.” The HMEL is available at the following location: <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under “Terms & Conditions”, subheading “ES&H”.

(b) Hazardous Material Shipments to the Fort Worth Facility Only; (i) LOCKHEED MARTIN Aeronautics requires each shipment of hazardous material to be accompanied by a completed hazardous material information form to be attached to the packing slip for products delivered to the Fort Worth facility. The completed form (Form Number 11914) is required to assist LOCKHEED MARTIN

4. SHIPPING INSTRUCTIONS

(a) SELLER shall ship the Work in accordance with the PM-5010 "SUPPLIER/SELLER SHIPPING INSTRUCTIONS", version effective as of the release date of this Contract. PM-5010 is incorporated in this Contract by reference and applies to all Work shipped except the Work, if any, specified for shipment on DD-250 in accordance with PM-801. PM-5010 and PM-801 may be obtained from LOCKHEED MARTIN's website: <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under "Traffic," subheading "Shipping Instructions."

(b) SELLER shall promptly notify LOCKHEED MARTIN's Procurement Representative of any shipment originating outside the United States.

5. TAXES

(a) If this Contract is for the procurement of licensable vehicles, rentals/leases, or a purchase from a supplier that provides motel/hotel/lodging, LOCKHEED MARTIN shall pay taxes directly to SELLER. If this Contract contains Work (other than the procurement of licensable vehicles, vehicle rentals/leases, or motel/hotel/lodging) to be shipped to a LOCKHEED MARTIN Texas facility or taxable services to be performed in the state of Texas, the state of Texas Direct Payment Exemption Certification, Limited Sales, Excise and Use Tax No. 15218936324 or Texas Sales and Use Tax Resale Certificate No. 15218936324 prevail unless otherwise specified. LOCKHEED MARTIN will be responsible for the payment of any Texas sales and use tax applicable to this purchase.

(b) If this Contract is for the procurement of licensable vehicles, rentals/leases, or a purchase from a supplier that provides motel/hotel/lodging, LOCKHEED MARTIN shall pay taxes directly to SELLER. If this Contract contains Work (other than the procurement of licensable vehicles, vehicle rentals/leases, or motel/hotel/lodging) to be shipped to a LOCKHEED MARTIN Georgia facility or taxable services to be performed in the state of Georgia, the state of Georgia Direct Payment Permit number DP-4228352 prevail unless otherwise specified. LOCKHEED MARTIN will be responsible for the payment of any Georgia sales and use tax applicable to this purchase.

(c) If this Contract is for the procurement of licensable vehicles, rentals/leases, or a purchase from a supplier that provides motel/hotel/lodging, LOCKHEED MARTIN shall pay taxes directly to SELLER. If this Contract contains Work (other than the procurement of licensable vehicles, vehicle rentals/leases, or motel/hotel/lodging) to be shipped to a LOCKHEED MARTIN California facility or taxable services to be performed in the state of California, the state of California Resale Certificate No. SR Z OHB 99-901470 prevails unless otherwise specified. LOCKHEED MARTIN will be responsible for the payment of any California sales and use tax applicable to this purchase.

6. FOREIGN OBJECT DAMAGE

If, during the performance of this Contract SELLER or SELLER's employees, subcontractors or agents enter onto LOCKHEED MARTIN's premises, they may each be required to review information on the FOD prevention program and acknowledge by their respective signatures that they have done so before being allowed to enter FOD awareness areas. In addition, access to FOD Control or Critical areas at the Marietta site requires instructor lead FOD certification. Guidance on the instructor led training process as well as other FOD information for all sites is included in the FOD prevention program information which can be viewed at <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under "Terms & Conditions," subheading "FOD."

7. A83 NOTE ENGINEERING SPECIFICATION REQUIREMENTS

If "A83 NOTE ENGINEERING SPECIFICATION REQUIREMENTS" is incorporated at the item level of this Contract, SELLER must comply with the following requirements:

(a) SELLER shall comply with latest revision, as of the effective date of this Contract, for all specifications or other documents

(i) **Approved Manufacturer List for Standard Parts** – Specification Document 2GNA00001 (Applicable to the F-35 program)

Location: LOCKHEED MARTIN JDL:

<https://edcs-jsf.lmaeronautics.com/jsf/livelink/> search for 2GNA00001

The approved manufacturers for parts for the F-35 Program are set forth in 2GNA00001. The approved manufacturers listed are approved only for the listed source or part number. The sources or manufacturer part numbers are approved only when made by the manufacturer listed on the drawing revision specified. Callout part numbers that do not appear in this list are not approved for use on the program and have no approved sources.

8. INVOICING INSTRUCTIONS

In addition to other instructions set out in this Contract invoices shall include at a minimum the following information:

- (a) Name and address of the SELLER;
- (b) Invoice date and invoice number;
- (c) This Authorizing Document number and Line Item Number;
- (d) Part number, description, quantity, unit of measure, unit price, and extended price;
- (e) Shipping and payment terms;
- (f) Name and remit address to which payment is to be sent;
- (g) Name, title, phone number, and mailing address of person to notify in the event of a defective notice; and
- (h) As applicable, Electronic Funds Transfer (EFT) banking information.

9. LIQUIDATEDmme, uEG6.2(5.2(e)3(1.8(FO)1.8(4(CTI3.9(d)-6.1(D)D)-3.3(r)L)-10.I3.4(VE)-5.9R)-5.72-3.4.1(D)4.n)-4.1(d)N1.7(ON)-10.9CN aO

(e) The remedies contained in this clause are in addition to any remedies LOCKHEED MARTIN may have at law, equity, or under other provisions of this Contract.

10. LIQUIDATED DAMAGES FOR LATE DELIVERY

(a) Should SELLER fail to make delivery of any Work in accordance with the delivery schedule in this Contract, then

- (4) Acknowledgement and verification that all required material is received for each deliverable schedule item.
- (5) Identify the current manufacturing stage for each hardware deliverable required under this Contract.
- (6) Identify the current quantity and on-dock commitment date for each hardware deliverable required under this Contract.

(c) SELLER shall enter into a separate contract with any such Qualified Supplier, if any, for such procurement, and SELLER shall look to the purchaser under any such contract for satisfaction of any and all obligations there under.

20. INVESTMENT

Any decision by SELLER to: (i) incur costs, by reason of investment or otherwise prior to the date of award of this Contract, (ii) forego profit or fee, or (iii) contract at a price below SELLER's cost, is made at the sole risk of SELLER. SELLER acknowledges that the price of this Contract shall not be increased for such actions, for any reason, including, but not limited to, a termination for convenience of this Contract, unless LOCKHEED MARTIN expressly agrees in writing to pay such portion.

21. UNDEFINITIZED CONTRACTS

In consideration for and as an obligation of this Contract SELLER shall accept undefinitized contracts or contract modifications required to support LOCKHEED MARTIN's prime contract requirements. The undefinitized action may take the form of new contracts or contract modifications.

22. F-16 PROGRAM REQUIREMENTS (Applies only if this Contract is in support of the F-16 Program)

SELLER shall establish and maintain configuration management and interchangeable policies and procedures in accordance with the following applicable documents:

- (i) 16PP151D, *Supplier Configuration Management Requirements*, the version effective as of the date of this Contract. (Applicable to all Contracts issued under F-16 prime contracts with the exception of the UAE Block 60 prime contract)
- (ii) CMA-0003, *F-16 Block 60 Configuration Management Requirements for Supplier and Subcontractors*, the version effective as of the date of this Contract. (Applicable to all Contracts issued under the UAE F-16 Block 60 prime contract.)
- (iii) 16PP026 F-16 Program Interchangeability – Replaceability (I-R) Requirements for Coproducers and Suppliers, the version

