

LOCKHEED MARTIN AERONAUTICS

SUPPLEMENTAL CLAUSES

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SELLER shall ship items in accordance PM-5010 "SUPPLIER/SELLER SHIPPING INSTRUCTIONS", which is incorporated in this Purchase Order, Contract or Schedule Agreement by reference and applies to all items or work shipped except those items or work, if any, specified for shipment on DD250 in accordance with PM-801. PM5010 and PM-801 may be obtained from LOCKHEED MARTIN's website: <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under "Shipping," subheading "Shipping Instructions."

If a ship-to address is provided in the detail for a specific line item, that address overrides the header-level ship-to address for that line item.

SELLER shall utilize LOCKHEED MARTIN's Carrier Selection Guide located at <http://csg.lmtas.com> unless otherwise directed by LOCKHEED MARTIN's procurement representative.

SELLER shall notify LOCKHEED MARTIN's procurement representative of any shipment originating outside the United States.

IV. Taxes

If this Purchase Order, Contract or Schedule Agreement contains items to be shipped to the LOCKHEED MARTIN Texas facility or taxable services to be performed in the state of Texas, the state of Texas exemption certificate for sales and use tax no. 15218936324 or Texas sales 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.

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FOD prevention program information which can be viewed at <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under pull-down menu "Terms & Conditions," subheading "FOD." Alternatively, contact LOCKHEED MARTIN's procurement representative for an electronic copy.

VI. Background Checks

LOCKHEED MARTIN at any time shall have the right to conduct or have conducted a criminal background check or re-check on any individual needing access to LOCKHEED MARTIN's premises. At the sole discretion of LOCKHEED MARTIN, access to LOCKHEED MARTIN's premises by any individual may be denied or revoked if either (i) LOCKHEED MARTIN determines that such individual is not suited to perform services in LOCKHEED MARTIN's work environment, or (ii) such individual fails or refuses to provide LOCKHEED MARTIN, immediately upon request, the information and documentation needed to verify such individual's identity, qualifications, and criminal history, if any. LOCKHEED MARTIN's decision to deny anyone access shall not be construed as LOCKHEED MARTIN's opinion or determination concerning any matter whatsoever other than access to LOCKHEED MARTIN's premises.

VII. A83 Note "Engineering Specification Requirements"

If A83 is called out at the item level you must review the text for A83 located on the LOCKHEED MARTIN external webpage at: <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under "Engineering" then "A83."

VIII. Performance Notifications and Disclosures Clause

SELLER agrees to respond to LOCKHEED MARTIN's requests for information, not more than monthly, regarding the status of required disclosures and notifications.

a. Strike Notifications

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IX. F-35 Program Specific Requirements

The following provisions only apply to Purchase Orders, Contracts or Scheduling Agreements for the F-35 Program.

a. Government Process Surveillance:

Some items on this Purchase Order, Contract or Scheduling Agreement may contain items that have been assigned government source inspection (GSI) by the Defense Contract Management Agency (DCMA) at the prime contractor level. When GSI has been assigned on items that are not being direct shipped/DD-250'd, Government QA stamping of shipping documents is required prior to each shipment. However, stamping of 100% of shipping documents may be relaxed by your local DCMA at their discretion, and when granted in writing.

b. F-35 IUID Bar-Coding Label Requirements For Build-To-Packages (BTP) Parts:

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- 3) This Purchase Order, Contract or Schedule Agreement and Line Item Number
- 4) Part number, description, quantity, unit of measure, unit price, and extended price
- 5) Shipping and payment terms
- 6)

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form of liquidated damages and not as a penalty. SELLER shall be entitled to a ten (10) day grace period. In the event SELLER fails to make delivery of an item within the grace period, then the amount of liquidated damages shall accrue at the rate of one and one-half per