

or date of a clause set forth in the identified CorpDocs, the version or date of the clause document shall take precedence.

To the extent that any clause included in this PSFD is inapplicable to the performance of the contract, the parties shall consider such clauses to be deleted and shall not impose any obligations on the SELLER.

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 LOCKHEED MARTIN.”

Add the following: “(e) If any Item to be delivered under this Contract is an Item that is newly developed for this Contract or an Item that is modified to fit the requirements of this Contract, the following additional paragraphs apply:

- (1) If, in the judgment of LOCKHEED MARTIN, certain modifications are deemed essential or mandatory for safety purposes, during production, Seller shall, at no cost to LOCKHEED MARTIN, incorporate the modification into the Item(s).
- (2) Prior to delivery of the last Item and through the warranty period of the last Item, any modification kits for those Safety of Flight TCTOs considered mandatory by LOCKHEED MARTIN or the United States Government shall be provided to LOCKHEED MARTIN for systems already delivered, at no cost to LOCKHEED MARTIN.”

CLAUSE 8. DEFINITIONS

Add the following definitions:

AOG	Aircraft on Ground.
BER	Beyond Economical Re

NSN

National Stock Number.

OEM

Original Equip

(b) After repair/overhaul/modification/calibrations, SELLER shall arrange the shipment ~~to~~ (he)Tj 0.518 0 Td (m)Tj

(viii) SELLER shall maintain rep

- (b) In case of a requirement, LOCKHEED MARTIN will issue a Request for Proposal to SELLER to provide technical assistance services to LOCKHEED MARTIN by sending a certain number of specialists, to be agreed upon, to assist LOCKHEED MARTIN's specialists on servicing, troubleshooting, maintaining and operating of Products manufactured, delivered and/or supported by SELLER and owned and/or operated by LOCKHEED MARTIN or its customers.
- (c) The prices quoted by SELLER shall be valid for a period of one hundred eighty (180) days from the quotation date.
- (d) LOCKHEED MARTIN shall issue the Purchase Order for the technical services, signed by LOCKHEED MARTIN's authorized representative.
- (e) In case SELLER's technical assistance is required to assist LOCKHEED MARTIN in recovering from an AOG 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) C

(c) The validity of the proposal shall be one hundred and eighty (180) days. Add

the following new **CLAUSE 41.0 TECHNICAL PUBLICATIONS**

(a) SELLER shall supply log cards for each Product through this Contract when logging of hours, cycles or other major means of activities is requested by aeronautical regulations and/or ~~LOCKHEED MARTIN~~ LOCKHEED