



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

JAPAN F-35 FINAL ASSEMBLY AND CHECK OUT (FACO) RFP YPEP24-050

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3 December 2013

. If any nonconforming Work is identified by the BUYER, the SELLER, at LOCKHEED MARTIN's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of nonconforming Work, and disposal of nonconforming Work shall be at SELLER's expense. If repair, or replacement, or reperformance of Work is not practicable, LOCKHEED MARTIN may elect to return, reperform, repair, replace, or repro cure the nonconforming Work at SELLER's expense. All warranties shall run to LOCKHEED MARTIN and not to the SELLER.

AMENDMENT REQUIRED BY LOCKHEED MARTIN'S CONTRACT WITH ITS CUSTOMER:

parties may, at their sole discretion, have the Entering Parties remove any specified employee(s) of the Entering Parties from the other parties' premises and direct that such employee(s) not be reassigned to any of the other parties' premises in performance of this Contract. The Entering Parties shall be responsible for all costs incurred which are not specifically reimbursable while on the site of the other parties.

2. Summary of Changes:

Revision 1: Removed INCOTERM Delivery Duty Paid (DDP) terms. LOCKHEED MARTIN will accept SELLER's goods EX-Works at SELLER's facilities. LOCKHEED MARTIN will consolidate items from multiple suppliers and then ship to Japan through LOCKHEED MARTIN's freight forwarder.

Revision 2: Added Insurance Clause. Added Access to Facilities Clause.

Revision 3: Consolidates all previous Revisions into one complete document.