







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.

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**Declaration pursuant to the Italian Presidential Decree no. 445/2000 attesting the absence of crimes or final conviction of the legal representative of**

\_\_\_\_\_.

That for the purposes of the executing the Contract, no criminal proceeding involving the legal representative of \_\_\_\_\_ is pending before Italian or US Courts and that the legal representative of \_\_\_\_\_ have not been convicted for violation of Italian and US criminal laws. Under US law no specific certificate issued by the authority, attesting the absence of pending criminal proceedings and of conviction for violation of criminal laws, is available to \_\_\_\_\_.

The undersigned \_\_\_\_\_, born in \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ (“Company”), is aware of the criminal liability in case of mendacious declaration as provided by Section 76 of Presidential Decree No. 445 of December, 28 2000

\_\_\_\_\_ Place and date of signature

\_\_\_\_\_ Signature

\_\_\_\_\_ Title