

**Prime Contracts F33657-02-C-____; F33657-00-C-0018
and F33657-95-C-2055**

**LOCKHEED MARTIN CORPORATION
LOCKHEED MARTIN AERONAUTICS COMPANY**

**APPENDIX 4
TERMS AND CONDITIONS OF PURCHASE
C-130J PROGRAM**

1. Definitions

As used herein "Buyer" means Lockheed Martin Corporation acting through Lockheed Martin Aeronautics Company; "Seller" means the party identified on the face of this purchase order; "Items" means all required articles, materials, supplies and services (singular "Item," plural "Items"); "PO" means this purchase order; "Buyer's Authorized Representative" means the person or persons authorized by Buyer to alter, modify or change the provisions of this PO; "Government" means the "Government of the United States of America and those authorized or delegated responsibility to act on its behalf," except where specifically stated to be the government of another country; and "Prime Contract" means the contract between Buyer and its customer under which this PO is issued.

2. Delivery

- (a) Delivery according to schedule is a material condition of this PO.
- (b) In the event of termination or change, no claim will be allowed for any manufacture or procurement by Seller in advance of reasonable flow time unless Buyer's prior written consent has been obtained by Seller for such advance manufacture or procurement. Buyer shall have the right to return or store at Seller's expense any Item delivered in advance of the scheduled delivery date specified for such Item unless Buyer has given such prior written consent for such advance delivery.
- (c) If, at any time, it appears to Seller that any delivery schedule cannot be met, Seller shall notify Buyer as soon as possible as to the cause or causes thereof, action being taken to remove such cause or causes and when on-schedule status will be achieved. Seller, at its expense, shall take reasonable action necessary, with or without request of Buyer, to meet such schedules as set forth herein or to recover to the maximum extent possible

any delay caused by Seller in meeting such schedule. Notification given and/or action taken by Seller under this clause shall in no way limit Buyer's rights under other provisions of this PO, at law, or in equity.

3. Variation in Quantity

Items shall not be supplied in excess of quantities specified herein, except for allowed shipping tolerances, if any. Seller shall be liable for handling charges and return shipment costs for any excess quantities; and, unless Seller agrees to pay and does pay such charges and costs within a reasonable time, the overshipped material will be retained by Buyer at no cost and shall become the property of Buyer.

4. Prices

Unless otherwise specified, prices are f.o.b. destination and shall include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government. The price includes all charges for boxing, packing, crating, drayage, storage, dunnage, and bundling. Seller warrants that prices charged for Items are not higher than those charged to any other customer, including the Government, for items of like grade and quality in similar or lesser quantities.

5. Invoices, Payments, and Discounts

Unless otherwise provided, terms of payment shall be Net 30 days from the later of the following:

- (a) Buyer's receipt of Seller's correct invoice;
- (b) scheduled delivery date, or scheduled completion of performance of the Items; or
- (c) actual delivery, or completion of performance of the Items.

Buyer shall have a right of setoff against payments due under this PO for any amounts at issue under this PO or other purchase orders between Buyer and Seller.

6. Warranty

- (a) Seller warrants for a period of one year from the date of delivery under this PO that all Items shall be free from defects in material and workmanship and shall conform to applicable specifications, drawings and all other requirements of this PO. If Seller is responsible for the design of the Items, Seller warrants for such period that all Items delivered under this PO shall

be free from defect in design, and if Seller is responsible for designing the Items to meet specified performance requirements of Buyer, Seller warrants for such period that all such Items shall be fit and sufficient for the purposes intended by Buyer. Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligations under this warranty. Seller's warranties, together with its service guarantees, if any, shall run to Buyer and its customers.

- (b) In the event of a breach of any warranty hereinabove set forth, Buyer may require Seller to repair or replace at Buyer's election defective or nonconforming Items. Seller shall be liable for the payment of all packing and transportation costs attributable to the repair or replacement of defective or non-conforming Items.
- (c) If the Items delivered under this PO are, or are to be, incorporated in an end item(s) to be delivered to Buyer's customer(s), Seller's obligation under this clause shall be extended to one year after delivery of such end items to such customer(s).
- (d) The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, or under this PO.

7. Compliance with Laws

- (a) Seller shall comply with the applicable provisions of all Federal, state, and local laws and ordinances and all lawful orders, rules and regulations promulgated thereunder including without limitation the Arms Export Control Act; and such compliance shall be a material requirement of this PO. Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of this clause.
- (b) Seller warrants that each chemical substance constituting or contained in Items sold or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to The Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (c) Seller shall provide to Buyer with each delivery any Material Safety Data Sheet applicable to the Items and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.
- (d) This paragraph 7(d) contains certifications and representations that are material representations of fact upon which Buyer will rely in making awards to Seller. By submitting its written offer, or providing oral offers/quotations at

the request of Buyer, or accepting any PO, including oral orders from Buyer, Seller represents and certifies as set forth below in this clause. Seller shall immediately notify Buyer of any change of status with regard to these certifications and representations.

- (1) Previous Contracts and Compliance Reports. Seller represents that if Seller has participated in a previous contract or subcontract subject either to the Equal Opportunity clause (FAR 52.222-26) of this solicitation/PO, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114, (i) that Seller has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

as necessary by Seller, without expense to Buyer. Title to special tooling and test equipment shall remain in Seller, except that Buyer may, at any time, reimburse Seller for the cost of part or of all special tooling and test equipment, and upon payment therefor shall become the sole owner thereof. Buyer shall at all times have unrestricted access to all such tooling, equipment, and information pertinent thereto for purposes of quality control, evaluation and verification.

10. Data Rights

- (a) Rights and Reservations. The information contained in reports, drawings, documents or other records which are furnished to Seller by Buyer (hereinafter referred to as "property") relative to this PO, to the extent that such information is not in the public domain, shall not be disclosed to others, except to subcontractors as necessary for completion of this PO, in which event the subcontractors shall have the same obligation of nondisclosure and restriction on use. Such information shall not be used or reproduced for any purpose whatsoever except in the performance of work under this PO. Upon completion, termination or cancellation of this PO, Seller shall, if requested by Buyer, return all property to Buyer thirty (30) days after the effective date of such completion, termination or cancellation. Any such property of Buyer retained by Seller shall remain subject to the foregoing restrictions on use, reproduction and disclosure.
- (b) Rights in Seller Data.
 - (1) In addition to any other provision of this PO providing Buyer and/or Buyer's customers rights in Data delivered under this PO, Seller grants to Buyer:
 - (i) A worldwide, perpetual, royalty-free, nonexclusive right and license to: (A) utilize and have utilized on Buyer's behalf the Data delivered under this PO for Buyer's own internal purposes in connection with the development, certification, validation and production of the Hercules (C-130J/382J) Aircraft, and (B) disclose the Data delivered under this PO, in confidence, to any third party for accomplishing such internal purposes, providing any such disclosure is made pursuant to a written understanding precluding unauthorized use and disclosure by provisions no less restrictive than those imposed on the Parties hereunder; and
 - (ii) A worldwide, perpetual, royalty-free, nonexclusive right and license to grant to Buyer's customers the right to: (A) utilize and have utilized by Buyer's customer, the Data delivered under this PO for the operation, maintenance and repair of Hercules

Aircraft, and (B) disclose the Data delivered under this PO, in confidence, to any third party for the operation, maintenance, and repair of the Hercules Aircraft, providing any such disclosure is made pursuant to a written understanding precluding unauthorized use and disclosure by provisions no less restrictive than those imposed on the parties hereunder.

- (2) Seller further agrees to negotiate in good faith with Buyer's customers and potential customers such further rights to Data of Seller, should Buyer's customers or potential customers so desire.
 - (3) "Data" as used in this paragraph (b) means recorded information regardless of form or the method of recording. Data includes, but is not limited to, computer software and copyrightable works.
- (c) With respect to any design or development work required to be performed at Buyer's expense under this PO, Seller hereby sells, assigns, and transfers to Buyer all right, title and interest in and to all trade secrets, inventions, intellectual property rights, data, design rights, drawings, reports and

Seller and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations.

- (b) Seller, and any subcontractors used by Seller in connection with this PO, shall carry Worker's Compensation and Employee's Liability Insurance to cover Seller's and such subcontractors' legal liability on account of accidents to their respective employees. Seller and its subcontractors shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering the legal liability of Seller and such subcontractors on account of accidents arising out of the operations of Seller or such subcontractors and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At Buyer's request, Seller shall furnish to Buyer certificates from Seller's insurers showing such coverage in effect and agreeing to give Buyer ten (10) days' prior written notice of cancellation of such coverage.

13. Amendments Required by the Prime Contract

Seller agrees that upon Buyer's request, it will from time to time enter into amendments of this PO to incorporate additional provisions herein or to change the provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the prime contract(s) or with the provisions of amendments to the prime contract(s) under which this PO is issued. If any such amendment to this PO causes an increase or decrease in the cost of this PO, or the time required for performance of this PO, an equitable adj

or to become due under this PO may be assigned to a bank, trust company or other financing institution, including any Federal lending agency, by Seller without such consent. Seller shall furnish Buyer with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to set-off or recoupment for any present or future claim or claims which Buyer may have against Seller. Buyer shall have the right to make direct settlements or adjustments in price, or both, with Seller under the terms of this PO notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.

16. Ozone Depleting Substances (“ODS”)

20. Governing Law

If this PO specifies that the Items furnished or performed hereunder are procured for a single specified buyer facility, the laws, excluding choice of state law rules, of the state where such Buyer facility is located shall apply to the interpretation and construction of this PO. In all other circumstances, the laws of the state of Texas, excluding choice of state law rules, shall apply.

21. Acceptance of Order

This PO is the entire agreement between the Buyer and Seller in respect of the subject matter of this PO and is subject to the terms and conditions herein. This PO supersedes all communications, representations or agreements, oral or written, between Buyer and Seller with respect to the subject matter of this PO. Either: (a) acknowledgment of this PO, (b) furnishing of Items under this PO, (c) acceptance of payment under this PO, or (d) commencement of performance of this PO, shall constitute Seller's unqualified acceptance of this PO. Additional or differing terms

correct classification rate. Include this PO number on all carrier bills of lading and shipping labels. Combine on the same bill of lading, all shipments consigned to the same Buyer address and ship on the same day. No C.O.D. (Collect on Delivery) shipments will be received by Buyer. There shall be no deviation from these routing instructions unless such deviation is approved prior to shipping by Buyer's Authorized Procurement Representative or Buyer's Traffic Department.

- (e) Seller shall be responsible to Buyer for any increased costs to Buyer which result from Seller's failure to follow Buyer's routing instructions if such instructions are specified on the face of this order.

23. Public Release of Information

No public release (including, without limitation, photographs, films, announcements, denials or confirmations of same) on any part of the subject matter of this PO or any phase of any program hereunder shall be made without the prior written approval of Buyer.

24. Disputes

Except as otherwise provided in this PO, Buyer and Seller shall have the right to redress any dispute arising under or related to this PO, which is not disposed of by agreement, by pursuing any right or remedy which Buyer or Seller, as the case may be, may have at law, in equity or under this PO in any United States court of competent jurisdiction. Pending resolution of any dispute, Seller shall proceed diligently with the performance of work, including the delivery of Items in accordance with Buyer's direction. Upon resolution of any such dispute, this PO shall be equitably adjusted, if necessary, to reflect such resolution.

25. Severability of Provisions

Any provision of this PO that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, and shall be unenforceable in that jurisdiction without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

26. Contractual Commitments

The parties agree that there shall be no adjustment in the price, time for performance or any other provision of this PO unless Buyer's authorized representative shall have issued a written order directing a change hereto.

27. Changes

- (a) Buyer's Authorized Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this PO in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance or point of delivery; and (iv) delivery schedule.
- (b) Except as may otherwise be expressly provided in this PO, if any such change under paragraph (a)(i), (ii), or (iii) above causes an increase or decrease in the time required for performance of any part of this PO, whether or not directed by such change, Buyer shall make an equitable adjustment in the delivery schedule and the PO shall be modified accordingly in writing.
- (c) Except as may otherwise be expressly provided in this PO, if any change under paragraph (a) above causes an increase or decrease in the cost or performance of any part of this PO, whether or not directed by such change, Buyer shall make an equitable adjustment in the PO price, and the PO shall be modified accordingly in writing.
- (d) Such equitable adjustment, if any, shall be calculated in a manner similar to that used to originally price the PO and shall be for the net increase or decrease in the cost for the changed portion only. In no event shall Seller reprice any portion of the Items unaffected by the change. Seller must assert its right to an adjustment under this clause within thirty (30) days from the date of the change to which such adjustment is attributable.
- (e) Seller agrees that its failure to submit such claim or claims within the applicable time period shall constitute a waiver thereof unless, for good cause, Seller requests in writing, prior to expiration of the applicable time period that a time extension for filing its claim or claims be granted by Buyer and Buyer grants such extension. Any such extensions, if approved, shall be effective only if authorized in writing by Buyer's authorized procurement representative. Prior to final settlement of any timely filed claim or claims, Seller may submit revisions to such claims or claims provided that such revisions do not introduce different areas of costs or claim elements.
- (f) Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this PO as changed.

28. Notification of Changes

- (a) Only Buyer's Authorized Representative may direct or redirect Seller's effort hereunder. In the event, however, Seller considers any conduct including

any action, inaction, written or oral communication by Buyer or Buyer's customer to constitute a change to this PO, other than a written change order issued by Buyer's Authorized Representative, Seller shall notify Buyer as soon as possible but in no event later than fifteen (15) days from the date Seller identifies the conduct considered to constitute a change to this PO. On the basis of the most accurate information available to Seller, the notice shall state: (1) the date, nature and circumstances of the conduct regarded as a change; (2) the name, function, and activity of each Buyer employee, customer employee and Seller employee involved in or knowledgeable about such conduct; (3) the identification of any documents and the substance of any oral communication involved in such conduct; (4) the particular elements of contract performance which Seller considers to be affected by the conduct, including an estimate of any cost or schedule impact; (5) Seller's estimate of the time by which Buyer must respond to Seller's notice to minimize cost, delay or disruption of performance.

- (b) Seller shall take no action in reliance on the conduct considered to constitute a change unless and until Buyer's Authorized Representative issues a written change order covering the conduct in question.

29. Change and Follow-On Proposals

Circumstances may arise during the course of performance under this PO where Buyer may request Seller to submit to Buyer technical and cost proposals relating to (1) anticipated changes or modifications to this PO prior to the implementation of the change or modification under the Changes clause of this PO, or (2) potential changes to the

inspectors in the performance of their duties. All inspections and tests shall be performed in such a manner as not to delay the work unduly. All Items are subject to final inspection and acceptance at Buyer's facility (or at any other location specified in writing by Buyer) notwithstanding any payments or prior inspections. Such final inspection shall be made within a reasonable time after delivery.

- (b) Seller shall provide and maintain an inspection and process control system

32. Notification of Debarment/Suspension Status

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from any agency, during the performance of this PO.

33. Incorporation of Certifications and Representations

All certifications and representations provided by Seller to Buyer in connection with this PO and the solicitation to which this PO relates are incorporated herein by reference. Seller acknowledges that Buyer has relied on such certifications and representations in making the award of this PO.

34. Lower-Tier Subcontracts

- (a) Notwithstanding any other provision of this PO, Seller shall not procure any of the completed or substantially completed Items described herein from any other party, by subcontract or otherwise, without the prior written consent of Buyer.
- (b) In the event Seller contemplates making an award to a lower-tier subcontractor which is a foreign concern, or a domestic concern where any defense articles or technical data may be disclosed to foreign nationals, Seller shall ensure that all necessary U.S. export licenses are obtained prior to the transfer of any defense articles or technical data or other information to the prospective lower-tier subcontractor.

35. Gifts, Gratuities, and Kickbacks

- (a) Buyer may, by written notice to Seller, terminate this PO for default if Buyer has reasonable cause to believe that gratuities or kickbacks were offered or given by Seller, or any agent or representative of Seller, to any officer,

- (2) to report possible violations of the Act to and cooperate with Buyer and/or the Government in connection with the investigation of any actual or alleged violation of the Act;
 - (3) to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of the Act including, but not limited to, any amount that Buyer is directed by the Contracting Officer to withhold from Seller; and
 - (4) that Buyer may terminate this PO for default in the event of Seller's violation of the Act in connection with this PO.
- (c) The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, or under this PO.

36. Defense Security Cooperation Agency Requirements

The Items furnished under this PO may be used in performance of a contract between Buyer and Buyer's customer which will be financed in whole or in part with United States Government Foreign Military Sales (FMS) credits administered by the Defense Security (DSAA).Cooperation Agency (DSCA). If Buyer notifies Seller that the Items furnished under this PO are intended for use on a DSCA financed contract, Seller agrees to furnish to Buyer, at no additional cost to Buyer, the certifications and representations required by the DSCA which are applicable to the Items furnished by Seller.

37. Product Support Requirements

- (a) In consideration of the award of this PO, Seller undertakes to support the Items from the date of acceptance of the Items: (i) until twenty five years after final acceptance by Buyer's customer of the last aircraft containing Seller's Items; or (ii) as long as there are at least five (5) C-130J aircraft in operation in the world; whichever is the later, by providing or maintaining facilities for the supply of quantities of spare parts and support equipment as are necessary to meet orders by Buyer and its customers to maintain the Items in effective operation.
- (b) Seller shall undertake during the support period described above to meet orders placed by Buyer or its customers for Items of spare parts and support equipment at prices no greater than those applying to Seller's most favored customer for like quantities and under like terms and conditions.
- (c) Where during the support period described above Seller intends to close a facility for the supply of any spare parts or support equipment, Seller upon final decision to do so shall provide Buyer with forty-eight (48) months a

Part I. FAR Clauses

| <u>Citation</u> | <u>Clause Name</u> |
|------------------------|---|
| 52.203-6 | Restrictions on Subcontractor Sales to the Government (Jul 1995) Alternate I (Oct 1995) - Applies if this PO exceeds \$100,000 |
| 52.204-2 | Security Requirements (AUG 1996) - Applies if access to classified Information is required. The reference to the Changes clause in paragraph (c) shall mean the Changes clause of this PO. |
| 52.211-15 | Defense Priority and Allocation Requirements (SEP 1990). |
| 52.219-8 | Utilization of Small Business Concerns 1999) (Oct 2000). |
| 52.219-9 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Jan 2002) - Applies if this PO exceeds \$500,000, unless Seller is a small business concern. Contracting Officer" means "Buyer" in the first sentence of paragraph (c). |
| 52.222-21 | Prohibition of Segregated Facilities (FEB 1999) |
| 52.222-26 | Equal Opportunity (FEB 1999). |
| 52.222-35 | Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans (DEC 2001) - Applies if this PO exceeds \$25,000. |
| 52.222-36 | Affirmative Action for Workers with Disabilities (JUN 1998) - Applies if this PO exceeds \$10,000. |
| 52.222-37 | Employment Reports on Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) - Applies if this PO is for \$25,000 or more except does not apply if this PO is for a commercial item. |
| 52.225-8 | Duty-Free Entry (FEB 2000) - Applies if supplies will be imported into the Customs Territory of the United States. Contracting Officer" means "Buyer" except in paragraphs (d) and (h). In subparagraph (b)(1) "20 days" is changed to "30 days." In subparagraph (b)(2), replace the fifth word "determines" with "has been notified." Communication/notification required under this clause from/to the Seller to/from the Contracting Officer shall be through Buyer. |
| 52.225-13 | Restrictions on Certain Foreign Purchases (FEB 2000) - Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Buyer. |
| 52.233-3 | Protest After Award (AUG 1996) - "Protest" means "protest under the prime contract," "Contracting Officer" and "Government" mean "Buyer." "30 days" is changed to "20 days." |
| 52.242-15 | Stop Work Order (AUG 1989) - "Government" and "Contracting Officer" "mean "Buyer." |
| 52.245-2 | Government Property (Fixed-Price Contracts) (DEC 1989) - Applies to existing Government property in the possession of Seller. "Contracting Officer" means "Buyer;" "Government" means "Buyer" except (1) in the terms "Government-furnished property" and "Government property;" (2) the second time it appears in Paragraph |

(b)(l)(ii); (3) in Paragraph (c)(1). In paragraph (f), and in paragraph (j) and subparagraph (j)(1), "Government" means "Buyer/Government." The fourth sentence of paragraph (h) is changed to read: "Neither the Government nor Buyer shall be liable..." The following is added as paragraph (m): "Seller agrees to provide Buyer immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of Seller's property control system."

- 52.245-17 **Special Tooling (APR 1984)** - Applies to existing Government owned special tooling in the possession of Seller. "Contracting Officer" means "Buyer," "Government" means "Buyer or the Government" except in paragraph (c) where it means "Buyer." The time period set forth in paragraph (i) is changed to 180 days.
- 52.245-18 **Special Test Equipment (FEB 1993)** - Applies to existing Government-owned special test equipment in the possession of Seller. "Contracting Officer" means "Buyer," and "Government" means "Buyer or Government" except in the third sentence of paragraph (c) where it means "Buyer." The time period set forth in paragraphs (b) and (c) is changed to sixty (60) days.
- 52.249-2 **Termination for Convenience (Fixed-Price) (SEP 1996)** - "Government" and "Contracting Officer" mean "Buyer" except in paragraph (m) where "Government" means "Buyer and the Government" and "Contracting Officer" means "Buyer and the Contracting Officer." In paragraph (d) the reference to "one year" is changed to "six months," and in paragraph (k) the reference to "90 days" is changed to "forty-five (45) days." Paragraph (i) is deleted.
- 52.249-8 **Default (APR 1984)** - "Government" and "Contracting Officer" mean "Buyer" except in paragraph (c) where "Government" means "Government."

Part II. DFARS Clauses

| <u>Citation</u> | <u>Clause Name</u> | <u>Date</u> |
|-----------------|--|--|
| 252.225-7002 | Qualifying Country Sources as Subcontractors | (DEC 1991). |
| 252.225-7007 | Buy American Act -- Trade Agreements -- Balance of Payments Program | (SEP 2001). |
| 252.225-7009 | Duty-Free Entry -- Qualifying Country End Products and Supplies | (AUG 2000) - Applies if this PO is for supplies. |
| 252.225-7010 | Duty-Free Entry - Additional Provisions | (AUG 2000) |
| 252.225-7012 | Preference for Certain Domestic Commodities | (APR 2002) – Does not apply if this PO is for a commercial item. |
| 252.225-7014 | Preference for Domestic Specialty Metals | (MAR 1998) (Alternate I (MAR 1998)) - Applies if the Supplies furnished under this PO contain specialty metals. |
| 252.225-7027 | Limitation on Sales Commissions and Fees | (MAR 1998) - The reference to the clause in paragraph (a) means FAR 52.203-5. The |

- blank in paragraph (b)(1) is completed with "any Government."
Subparagraph (b)(2) is deleted.
- 252.225-7028 **Exclusionary Policies and Practices of Foreign Governments (DEC 1991).**
- 252.225-7032 **Waiver of United Kingdom Levies (OCT 1992)** - Applies if this PO exceeds \$1,000,000 and Seller is a United Kingdom firm.
- 252.227-7015 **Technical Data - Commercial Items (JUN 1995)** - Applies to all Items furnished under this PO.
- 252.243-7002 **Certification of Requests for Equitable Relief (MAR 1998)** - Applies if this PO exceeds \$100,000. "Government" means "Buyer or the Government"
- 252.247-7023 **Transportation of Supplies by Sea (MAR 2000)** - Applies if this PO exceeds \$100,000 and if the PO is for (1) noncommercial items or (2) commercial items that meet the requirements of the paragraph (b)(3) of the clause. In paragraph (f) "Government" and "Contracting Officer" mean "Lockheed Martin" and the words "of the Prompt Payment clause" are deleted.
- 252.247-7024 **Notification of Transportation of Supplies by Sea (MAR 2000)** - Applies (1) if this PO is for noncommercial items , or (2) if this PO is for commercial items that meet the definition of paragraph (b)(2) of the clause. "Contracting Officer" means "Buyer."
- 252.249-7002 **Notification of Substantial Impact on Employment (DEC 1991)** - Applies if this PO is for \$500,000 or more. "Contracting Officer" means "Buyer."