

December 6, 1999

APPENDIX 'T'  
SPECIAL TOOLING

- A. This appendix applies when the Buyer has approved the use of Special Tooling for this Purchase Order. This applies to the Control and Maintenance of all Special Tooling furnished to Seller or acquired or fabricated by Seller or its Subcontractor(s) under this Purchase Order.
- B. Seller or its Subcontractor(s), as the case may be, shall permanently identify as follows all Special Tooling acquired or manufactured under the Purchase Order:
1. Part Number/Dash Number: Example – 16B1944-29; 5HF45776-103
  2. Tooling Number assigned by LMTAS: Example – D32207
  3. Ownership: Lockheed Martin or U.S. Government (as applicable)
- C. Buyer-owned Special Tooling is controlled in accordance with the Vendor Tooling Manual (TMS-MC-015). U.S. Government owned Special Tooling is controlled in accordance with the Government Property Clauses within this Purchase Order and the Vendor Tooling Manual (TMS-MC-015). References in the Tooling Manual to Vendor are references to Seller.
- D. All Special Tooling covered by this Purchase Order, whether furnished to Seller or acquired or manufactured by Seller to its Subcontractor(s), shall be the property of the Buyer or the U.S. Government and shall not be used in the production, manufacture, or design of any article for any other use, unless the Buyer consents in writing. Buyer shall not consent to the use of Government-owned Special Tooling without prior written Government consent. Seller shall not dispose of or transfer any Special Tooling except upon written direction given by an authorized representative of Buyer's Procurement department. Seller and its Subcontractor(s) shall maintain and keep current for Buyer's and Government's information an inventory listing itemizing All Special Tooling covered by this Purchase Order and shall submit a verified copy of such list to Buyer at Buyer's request. Seller shall not submit Special Tooling invoices for payment until (i) the Seller completes a Certified Property List (CPL), (supplied by Buyer), showing: Part Number/Dash Number, Also Used Part Number/Dash Number, Tooling Description, Unit Cost, Purchase Order, Tool Code, Prime Contract Number, and (ii) the Buyer receives an acceptable part produced from such Special Tooling. When Special Tooling is furnished to Seller, Seller shall acknowledge receipt of the Special Tooling by having an official of the Seller's company sign and return the CPL to Buyer.

- E. Unless otherwise specifically stated in this Purchase Order, the Seller hereby assumes complete responsibility including, without limitation, liability for loss or damage, and expenses incidental thereto, for all Special Tooling furnished to Seller or acquired or manufactured by Seller or its Subcontractor(s) under this Purchase Order.