

LOCKHEED MARTIN UNITED KINGDOM

CORPDOC 20UK

GENERAL PROVISIONS COMMERCIAL SUBCONTRACTS/PURCHASE ORDERS

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties. Neither of the Parties has entered into this Contract in reliance upon any representation, warranty or undertaking of any other party which is not set out or referred to in this Contract and, in the absence of fraud neither party shall be liable to the other for or shall seek to rely upon any such representations. The parties agree that any Non Disclosure Agreement or Proprietary Information Agreement shall not be superseded by this Contract.
- (b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.
- (c) Unless expressly accepted in writing by LOCKHEED MARTIN, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are rejected by LOCKHEED MARTIN and have no effect.
- (d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

2. APPLICABLE LAWS

(a) This Contract shall be considered a contract made in England and any matter, contractual or non-contractual arising

ract.





- (1) SELLER has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value (in the form of entertainment, gifts, gratuities, kickbacks or otherwise) for the purpose of obtaining or rewarding favourable treatment as a LOCKHEED MARTIN supplier.
- (2) SELLER has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any



(b) LOCKHEED MARTIN engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. No such



- (g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation LOCKHED MARTIN's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies LOCKHED MARTIN may have at law, equity or under other provisions of this Contract.
- (h) SELLER shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to LOCKHEED MARTIN.

9. DATA PROTECTION

- (a) Both parties shall comply with their obligations under the General Data Protection Regulation (European Union (EU) 2016/679) (GDPR) and the Data Protection Act 2018 to the extent that they receive any Personal Data from the other party during the course of or in relation to the performance of the Contract. Both parties agree that any Personal Data so received will only be used for and in relation to the performance of this Contract or for continuing business relations between the parties.
- (b) In the event one of the purposes of the Work performed by SELLER involves the Processing of Personal Data then the parties agree that the supplemen
- (c) Capitalized terms used and not defined herein shall have the respective meanings as ascribed to them in the GDPR.

10. DEFAULT

- (a) In the event that SELLER (1) becomes bankrupt or insolvent, makes an arrangement with its creditors, has a receiver appointed over any of its assets or commences to be wound-up (not being a member's voluntary winding up for the purpose of amalgamation or reconstruction); or (2) fails to perform or observe any of the conditions of this Contract and fails to remedy the same within ten (10) days after receipt of notice from LOCKHED MARTIN requiring the same to be remedied, then LOCKHED MARTIN may by written notice to SELLER forthwith terminate this Contract or any specified part thereof.
- (b) Upon termination, and with respect to that part of this Contract terminated: (1) no further sums shall become due to SELER save in respect to Work delivered and accepted prior to termination, payment for which shall be postponed at LOCKHED MARTIN's election, until such time as LOCKHED MARTIN's daims against SELER under this Contract shall have been finally established and quantified, and (2) LOCKHED MARTIN shall be entitled to procure from any alternative source the supply of Work in replacement of Work not delivered prior to the termination. Any additional costs incurred by LOCKHED MARTIN in finding and arranging such alternative source shall be sums due and owing by SELER to LOCKHED MARTIN.
- (c) The provisions of this clause shall be without prejudice to any other remedy LOCKHEED MARTIN may have under this Contract or any applicable law.



11. DEFINITIONS

(a) The following terms shall have the meanings set forth below:

ean a parent undertaking of that entity (whether direct or an ultimate holding company) or a subsidiary undertaking of a parent undertaking or an ultimate holding company of that entity, at

Companies Act 2006.

- (2) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract" "Task Order", or other such type designation, including these General Provisions, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.
- (3) "LOCKHEED MARTIN" means LOCKHEED MARTIN CORPORATION or the LOCKHEED MARTIN CORPORATION subsidiary identified on the face of this Contract. If a subsidiary or affiliate of LOCKHEED MARTIN CORPORATION is identified on the face of this Contract, then "LOCKHEED MARTIN" means that subsidiary or affiliate.
- (4) "LOCKHEED MARTIN Procurement Representative" means a person authorized by LOCKHEED MARTIN's cognisant procurement organisation to administer and/or execute this Contract.
- (5) "SELLER" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.
- (6) "Task Order" means a separate order issued under this Contract.
- (7) "Work" means all required labour, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.
- (b) In this Contract:
- (1) The singular shall include the plural and vice versa, the words "included to Q(thi)3(s Co)-7(n)3(tr)10(act.)]TJETQq0.00000912 C



(b) Where the Contract st



- (b) Notwithstanding any other provision of this Contract, SELLER warrants and undertakes to LOCKHEED MARTIN that:
- (1) All Work furnished under this Contract shall at all times comply with Environmental and Health and Safety Law;
- (2) All Work furnished under this shall be marked with a ŒMarking where applicable;
- (3) It shall not supply or use any asbestos or materials or equipment containing asbestos in the provision of Work;
- (4) It shall not supply or use any products or materials containing Chlorofluorocarbons (CFCs) in the provision of Work without the prior written approval (entirely at its discretion) of LOCKHEED MARTIN;
- (5) It shall not specify, or permit use of, in Work, any materials or components containing such retardants, including but



22. INFORMATION ASSURANCE

- (a) Information provided by LOCKHED MARTIN to SELER remains the property of LOCKHED MARTIN. SELER shall comply with the terms of any proprietary information agreement with LOCKHED MARTIN and comply with all proprietary information markings and restrictive legends applied by LOCKHED MARTIN to anything provided hereunder to SELER SELER shall not use any LOCKHED MARTIN provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of LOCKHED MARTIN. SELER shall maintain data protection processes and systems sufficient to adequately protect LOCKHED MARTIN provided information and comply with any law or regulation applicable to such information.
- (b) If SELLER becomes aware of any compromise of information used in the performance of this Contract or provided by LOCKHEED MARTIN

take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to LOCKHEED MARTIN after learning of the Incident. As used in this clause,

loss, destruction, or alteration other than as required to perform the Work. SELLER shall provide reasonable cooperation to LOCKHED MARTIN in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by SELLER.

- (c) Any LOCKHEED MARTIN provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.
- (d) SELLER warrants that any data provided in support of this Contract that is identified by LOCKHED MARTIN as sensitive data shall only be stored on electronic system(s) that have been accredited to the HMG Standard Cyber Essentials Scheme (CES), or alternative certification approved by LOCKHED MARTIN. Furthermore, SELLER warrants that it will maintain the retention of CESor equivalent certification for the period that said data is retained including any statutory period of records beyond the contract cessation date. SELLER shall identify where the information technology system processing, storing or allowing access to the information covered by this Contract is outsourced (to another tside of the United Kingdom. In such cases LOCKHED MARTIN may request additional information, and impose additional requirements or constraints. SELLER shall inform LOCKHED MARTIN of any changes to the information technology services that impact this Contract.
- (e) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

23. INFORMATION OF SELLER

SELLER shall not provide any proprietary information to LOCKHEED MARTIN without prior execution of a proprietary information agreement by the parties.

24. INSPECTION, ACCEPTANCE AND TEST



27. LANGUAGE AND STANDARDS

All reports, correspondence, drawings, notices, marking, and other communications shall be in the English language. The English version of the Contract shall prevail. Unless otherwise provided in writing all documentation and work shall employ the units of weights and measures called for by the Statement of Work, Technical Specifications, etc., applicable to this Contract.

28. NEW MATERIALS

The Work to be delivered hereunder shall consist of new materials, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

29. OFFSET CREDIT/COOPERATION

This Contract has been entered into in consideration of LOCKHED MARTIN's international offset programs. All offset benefit credits resulting from this Contract are the sole property of LOCKHED MARTIN to be applied to the offset program of its choice. SELLER shall assist LOCKHED MARTIN in securing appropriate offset credits from the respective country government authorities. SELLER agrees to make fair and reasonable representations to the pertinent Offset authority to help LOCKHED MARTIN secure the award of said credits.

30. PACKING AND SHIPMENT

- (a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.
- (b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the LOCKHEED MARTIN Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.
- (c) Unless otherwise specified, delivery shall be Delivery Duty Paid (INCOTERMS 2010 DDP) to the destination identified in this Contract.

31. PAYMENTS, TAXES, AND DUTIES

- (a) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) LOCKHED MARTIN's receipt of SELLER's proper invoice; (2) scheduled delivery date of the Work; or (3) actual delivery of the Work.
- (b) Each payment made shall be subject to reduction to the extent of amounts which are found by LOCKHED MARTIN or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify LOCKHED MARTIN of any such overpayments and remit the amount of the overpayment except as otherwise directed by LOCKHED MARTIN.
- (c) LOCKHEED MARTIN shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Contract or any other contract between the parties.



- (d) Payment shall be deemed to have been made as of the date of mailing LOCKHED MARTIN's payment or electronic funds transfer.
- (e) The prices stated in the Contract shall be in pounds Sterling and firm i.e., not subject to variation for any reason whatsoever and include all royalties, licences and taxes (other than United Kingdom Value Added Tax and Customs Duty) which may be payable. The prices also include any cost of embodiment, packaging, handling and cost of compliance with all conditions of the Contract, unless otherwise stated elsewhere herein.

32. PLACE OF PERFORMANCE

If SELLER intends to change the place of performance of Work under this Contract from the place(s) identified in

of performance from within the United Kingdom to a location outside the United Kingdom shall be provided by SELLER to LOCKHEED MARTIN at least six months in advance.

33. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Face of the Purchase Order and/or Task Order, release document, or schedule, (including any continuation sheets), as applicable, including any special terms and conditions; (2) this CorpDoc; and (3) the Statement of Work.

34. OUALITY MANAGEMENT SYSTEM AND PLANS

- a) SELLER shall provide a plan and maintain a quality management system to an industry recognised Quality Standard and in compliance with any other specific quality requirements identified in this Contract. As a minimum this should meet the requirements of ISO 9001: 2015.
- (b) In the event that the SELLER is providing Work for aerospace the SELLER's quality management system shall be fully compliant with the requirements of the Aerospace standard AS 9100 C& ISO 9001:2015.
- (c) All quality records produced by the SELLER shall be kept complete and access available to LOCKHEED MARTIN and its Oustomer for seven (7) years from the date final payment is received by SELLER.

35. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of LOCKHEED MARTIN. SELLER shall not use "Lockheed Martin," "Lockheed Martin Corporation," or any other trademark or logo owned by LOCKHEED MARTIN, in whatever shape or form, without the prior written consent of LOCKHEED MARTIN.

36. RETENTION OF RECORDS



- (c) In the event LOCKHED MARTIN terminates for its convenience after performance has commenced and the parties cannot agree upon a reasonable restocking or service charge, LOCKHED MARTIN will compensate SELLER for the actual and reasonable expenses incurred by SELLER for Work in process up to and including the date of termination provided SELLER uses reasonable efforts to mitigate LOCKHED MARTIN's liability under this clause.
- (d) In no event shall LOCKHEED MARTIN be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. SELLER's termination claim shall be submitted within ninety (90) days from the effective date of the termination.
- (e) SELLER shall continue all Work not terminated.
- 42. TIMELY PERFORMANCE
- (a) SELLER's timely performance is a critical element of this Contract.



Work is being performed.

(b) SELLER shall ensure that SELLER personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of contr



(j) SELLER shall immediately report to LOCKHEED MARTIN all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. SELLER shall provide LOCKHEED MARTIN with a copy of any reports of such incidents SELLER makes to governmental authorities.