

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

Algerian CNS/ATM C-130 Program
Contract GLX-08-C130-0034

Generated using Lockheed Martin CorpDocs 2012 Version

21 February 2012

For all subcontracts issued under the subject Prime Contract, the following terms and conditions, applicable as noted, are incorporated by reference in addition to those other terms and conditions (the CorpDoc Series, etc.) to be used for subcontracts issued under such Prime Contract. The language of the incorporated clause(s) should be modified so that "Government" and "Contracting Officer" mean LOCKHEED MARTIN, "Contractor" means SELLER, and "Subcontractor" means SELLER's Subcontractors.

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

ARTICLE 14 – TRANSPORTATION (This clause is only applicable if the Seller or Seller's subcontractors are drop-shipping supplies to Algeria.)

1. **SHIPPED EQUIPMENT:** Supplies, other than those delivered aboard Prototype Aircraft, will be delivered Carriage and Insurance Paid to (CIP) Algiers commercial airport or seaport of entry (Incoterms 2000). In any event, the Supplier will remain responsible for the losses and damages to supplies attributable to defective packaging.

ARTICLE 15 - PACKAGING AND MARKING (This clause is only applicable if the Seller or Seller's subcontractors are drop-shipping supplies to Algeria.)

1. **SHIPPED EQUIPMENT**

- a) The Supplier must package, crate and load the supplies so that they given the inherent risks to the mode of transportation used, under normal conditions.
- b) The Supplier must pack the supplies in containers and label each batch or pallet of containers, in a visible and indelible manner, with the following indications:

MINISTÈRE DE LA DÉFENSE NATIONALE
Département des Approvisionnements
ECMA BP 74 A Terre 1. BLIDA
ALGÉRIE

- i) Name and address of the Supplier
- ii) The number of this Contract once signed
- iii) The sequence number of the delivery or the batch
- iv) The description of the shipment
- v) The weight and volume
- vi) The port and/or airport of loading.

ARTICLE 17 - INTELLECTUAL PROPERTY

- 1. Reserved.
- 2. The Supplier retains ownership of all intellectual property Supplier created, developed or delivered under this Contract.
- 3. Supplier hereby grants Customer the right to use the data delivered under this Contract only for the operation, maintenance and repair of the Supplies delivered to Customer under this Contract. Customer agrees not to disclose such data to any third party or use such data for the design, modification or manufacture of any component or spare parts associated with the Supplies.

ARTICLE 20 - EXPORT LAWS AND REGULATIONS

- 1. This Contract is subject to all United States laws and regulations relating to exports and to all administrative acts of the U. S. Government pursuant to such laws and regulations and contingent upon US Department of State review and approval of a separate Technical Assistance Agreement or License relative to this Contract. The technical data, hardware or defense service exported from the United States in the furtherance of this Contract and any defense article which may be produced or manufactured from such technical data or defense service may not be transferred to a person in a third country or to a national of a third country except as specifically authorized in this Contract unless the prior written approval of the United States Department of State has been obtained by the Customer.
- 2. The following statement shall be entered by Supplier on the shipper's export declaration, the bill of lading or airway bill and the invoice for all articles exported from the United States under this Contract: "These commodities are licensed by the U.S. Government for export to Algeria. Diversion contrary to U.S. Law is prohibited".
- 3. Supplier will seek to obtain such licenses from the U.S. Government as may be required for the exportation of the Supplies to be furnished to Customer under this Contract. If the U.S. Government refuses to grant any such license despite timely application by Supplier, or revokes or suspends any such license previously granted, Supplier shall so notify Customer and provide details of any consequential

delays in performance. Any Contract delays due to U. S. Government expc
Force Majeure Article of this Contract.

4. The Customer shall be responsible for obtaining the import licenses and any other formalities that are required under Algerian legislation and/or regulations to allow the timely passage of the deliverables into the country.

ARTICLE 38 – CONFIDENTIALITY OF THE CONTRACT

1. The Parties, including the subcontractors, who have knowledge of information, documents or any item must not publicly disclose this communication.

2. The Parties, including the subcontractors, must safeguard as proprietary information of the Algerian customer:

a) All plans or documents entrusted to it by the administration in order to allow it to compete for the tender, as well as those of which they became aware due to its competitor status.

b) All information it may have received, notably the results of negotiations, tests, and commissioning of the supplies.

c) All information that it may receive in terms of information or handling of documents at the time of the preparation of the tender bid or visit to a military facility or site.

3. This Contract will be concluded and carried out without the mediation, assistance or intervention of an intermediary, broker, commission agent or any similar entity.

4. The Parties, including the subcontractors, firmly agree to not make statements, press releases or publicity of any kind regarding its relationships with the Ministry for National Defense, unless mutually agreed in writing.

5. No communication shall be made by the Parties, including the subcontractors, to third parties, directly or indirectly, regarding all or some of the document pertaining to the present Contract, and information contained therein without the express agreement of Lockheed Martin. However, Supplier shall be entitled to provide information regarding this Contract to Supplier's subcontractors and vendors for the purposes of this Contract.

6. The Ministry of National Defense can disallow such communications without having to justify its refusal.

7. Any breach is the responsibility of the Party in question.

8. Nothing in this Article shall preclude the Supplier from disclosing information in this Contract necessary for the completion, filing and securing of approvals and authorizations required under United States law for the performance of this Contract in accordance with Article 20 hereof.