

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

FA8504-11-D-0004
SQUARE WINDOW PARATROOP DOOR KITS

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12 December 2011

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.

1. Delete the following clause(s):

FAR 52.222-41 Service Contract Act of 1965, As Amended (Nov 2007)

2. Add the following clause(s):

52.222.99 (DEVIATION) Notification of Employee Rights under the National Labor Relations (Jun 2010)

FAR 52.229-6 Taxes – Foreign Fixed-Price Contracts (Jun 2003)

“Contracting Officer” means “LOCKHEED MARTIN.”

Clause does not apply to Commercial Items.

52.232-17 Interest (Oct 2010)

52.245-9 Use and Charges (Aug 2010)

52.246-15 Certificate of Conformance (Aug 1984) Applies if shipping is direct to the Government.

52.246-23 Limitation of Liability (Feb 1997)

52.246-24 Limitation of Liability – High-Value Items (Feb 1997)

52.246-24 ALT I Limitation of Liability – High-Value Items – ALT 1 (Apr 1984)

252.225-7012 Preference for Certain Domestic Commodities (Jun 2010)

252.243-7002 Requests for Equitable Adjustment (Mar 1998)

**252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
(Nov 2010)**

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Feb 2011)

252.228-7001 Ground and Flight Risk (Jun 2010)

In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.

252.246-7000 Material Inspection and Receiving Report (Mar 2008)