

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER FA8504-17-D-0004
C-130 FULL SCALE WING DURABILITY TEST PHASE II
Generated using Lockheed Martin CorpDocs 2022 Version

Original: December 21, 2022

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 document is inapplicable to the performance of this Contract, the Parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

RESERVED

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into this Contract:

RESERVED

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.203-16 Preventing Personal Conflicts of Interest. Dec-11 (Applies if this contract exceeds the simplified acquisition threshold in FAR 2.101; and in which Seller employees will perform acquisition functions closely associated with inherently governmental functions.

FAR 52.232-16 Progress Payments. Apr-12 (Applies if Seller shall receive Progress Payments during the performance of this Contract. "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government.")

FAR 52.232-17 Interest. May-14 ("Government" means "Lockheed Martin.")

FAR 52.232-39 Unenforceability of Unauthorized Obligations. Jun-13 (Applies if software or services will be retransferred to the Government.)

FAR 52.243-2 ALT I Alternate I - Changes-Cost-Reimbursement. Apr-84 ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.243-2 ALT II Alternate II - Changes-Cost-Reimbursement. Apr-84 ("Contracting Officer" and "Government" mean "LOCKHEED MARTIN." In paragraph (a), add as subparagraph (4) "Delivery schedule." In paragraph (d), the reference to the disputes clause is deleted.)

FAR 52.245-9 Use and Charges. Apr-12 (Applies if Government property will be provided during the performance of this Contract. Communications with the Government under this clause will be made through Lockheed Martin.)

DFARS 252.211-7007 Reporting of Government-Furnished Property. Aug-12 (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. Jun-13 (Applies if Seller personnel are required to interact with detainees during the performance of this Contract.)

DFARS 252.243-7002 Requests for Equitable Adjustment. Dec-12 (Applies if this Contract is in excess of \$150,000. "Government" means "Lockheed Martin.")

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property. Apr-12 (Applies if Seller is required to tag, label, or mark Government-furnished property.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal. Sep-16 (Applies if Government property will be located at Seller's facility for the performance of this Contract. "Contracting Officer" means Lockheed Martin.)

PART IV. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS:

RESERVED