

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**F-16 REPLENISHMENT SPARES, Contract SPE4A1-23-G-0023**  
**Generated using Lockheed Martin CorpDocs 2024 Version**  
**Original: 28 March 2024**

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 the 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 52.227-3 Patent Indemnity. (APR 1984)**

**FAR 52.232-17 Interest. (MAY 2014)** (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

**FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)**

**FAR 52.245-9 Use and Charges. (APR 2012)** (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

**FAR 52.246-1 Contractor Inspection Requirements. (APR 1984)** ("Government" means "Lockheed Martin.")

**DFARS 252.209-7010 Critical Safety Items. (AUG 2011)** (Applies in all solicitations for subcontracts for items containing Critical Safety Items.)

**DFARS 252.211-7006 Passive Radio Frequency Identification. (DEC 2017)** (Applies to all subcontracts where the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

**DFARS 252.211-7007 Reporting of Government-Furnished Property. (MAR 2022)** (Applies if Seller will be in possession of Government property for the performance of this contract.)

**DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010)** (Applies if Seller will be in possession of Government property for the performance of this contract.)

**DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools. (JUN 2005)** (Applicable to any subcontract that requires the delivery of hand or measuring tools.)

**DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales. (APR 2003)** (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.)

**DFARS 252.225-7036 Buy American-Free Trade Agreements--Balance of Payments Program. (DEC 2017)** (Applicable to all subcontracts for supplies.)

**DFARS 252.225-7036 Alternate IV - Buy American - Free Trade Agreements - Balance of Payments Program. (JAN 2023)** (Applicable to all subcontracts for supplies.)

**DFARS 252.225-7055 Representation Regarding Business Operations with the Maduro Regime. (MAY 2022)**

**DFARS 252.243-7002 Requests for Equitable Adjustment. (DEC 2022)** (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property. (APR 2012)** (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

**DFARS 252.245-7004 Reporting, Reutilization, and Disposal. (DEC 2017)** (Applicable if subcontractor will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.)

**Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS**

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

RESERVED