

June 27, 2007

APPENDIX 'T'
SPECIAL TOOLING
"All Programs"

- A. This appendix T applies when the Buyer has approved the use of Special Tooling for the Purchase Order (PO) of which this Appendix T is specified. This Appendix T applies to the Control and Maintenance of all Special Tooling furnished to Seller or acquired or fabricated by Seller or its Subcontractor(s) under this PO.

The terms "PO," "Buyer," "Seller" and "Item" shall have the same meaning as the terms "Contract," "LOCKHEED MARTIN," "SELLER" and "Work," respectively, as may be used elsewhere in this PO.

- B. Seller or its Subcontractor(s) shall permanently identify all Special Tooling acquired or manufactured under this PO.

Examples of identification are:

1. Buyer Part Number/Dash Number: Example – 16B1944-29; 5HF45776-103
2. Buyer Tooling Number: Example - D12345, M081234 or as directed by this PO.
3. Ownership: Lockheed Martin or U.S. Government (as applicable)

- C. Special Tooling is controlled in accordance with the Buyer imposed, Supplier Tooling Manual (TMS-MC-015). U.S. Government owned Special Tooling is controlled in accordance with the Government Property Clauses within this PO and the Supplier Tooling Manual (TMS-MC-015).

- D. All Special Tooling covered by this PO, whether furnished to Seller or acquired or manufactured by Seller or its Subcontractor(s), shall be the property of the Buyer or the U.S. Government and shall not be used in the production, manufacture, or design of any article for any other use, unless the Buyer consents in writing. Buyer shall not consent to the use of Government-owned Special Tooling without prior written U.S. Government consent.

- E. Buyer's written consent, if any, shall be subject to the user using such Special Tooling on a non-interference basis.

- F. Seller shall not dispose of, or transfer, any Special Tooling except upon written direction given by an authorized representative of Buyer's Material Management department.

- G. Seller and its Subcontractor(s) shall maintain and keep current for Buyer's and U. S. Government's information an inventory listing itemizing all Special Tooling covered by this PO and shall submit verification of such list to Buyer at Buyer's request.

H. Seller shall not submit Special Tooling invoices for payment until (i) Seller submits a completed Certified Property List (CPL) and (ii) Buyer receives an acceptable Item produced from such Special Tooling. Basic form available at LM Aero Material Management External Website under /Quality Requirements/Forms/CPL-Form 11300 at <http://www.lockheedmartin.com/data/assets/7298.doc>

I. When Special Tooling is furnished to Seller, Seller shall acknowledge receipt of the Special Tooling by having an authorized representative of the Seller's company sign and return the CPL to Buyer.

J. Unless otherwise specifically stated in this PO, Seller hereby assumes and accepts complete responsibility for all Special Tooling furnished to Seller, or acquired, or manufactured by Seller, or its Subcontractor(s), under this PO, including without limitation liability for all loss, cost and expense of any damage thereto.