

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

RAF C-130J Enabling Arrangement

In addition to the terms and conditions in the CORPDOC, the following terms and conditions are added to this contract:

A. DEFINITIONS

The following additional terms shall have the meanings set forth below:

"Prime Contract" means the contract between LOCKHEED MARTIN and its customer under which this PO is issued

"Government" and "Her Majesty's Government" mean "government of the United Kingdom" except in the phrase "U.S. Government" where it means the "government of the United States of America"

"Authority" means LOCKHEED MARTIN's customer, the United Kingdom Secretary of State for Defence; "MoD" means "United Kingdom Ministry of Defence" "UK" means the "United Kingdom of Great Britain."

B. WARRANTY

In addition to the warranty terms stated in the CORPDOC, if the Items delivered under this PO are, or are to be, incorporated in an end item(s) to be delivered to LOCKHEED MARTI

such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the “Changes” clause of this Contract.

E. DEFCON FLOWDOWN CLAUSES

The following DEFCON clauses apply to this Contract : REFERENCE TITLE

DEFCON 68 (Edn 09/97) Control of Dangerous Articles and Substances.

Applies in any subcontract where hazardous material may be delivered. Change Clause 1 to read as follows: “The SELLER shall provide information ab

apply to the extent Lockheed Martin is indemnified by its customer in connection with this contract.

DEFCON 684 (Edn 01/04) Limitations Upon Claims in Respect of Aviation Products

The indemnity covered by this clause applies only to the extent indemnity is extended directly by the Authority. No indemnity nor contribution shall be provided by Lockheed Martin.

F. SUPPLY OF INFORMATION ABOUT SUBSTANCES REFERRED TO IN THE MONTREAL PROTOCOL

(a) As a signatory to the Montreal Protocol on Substances that deplete the Ozone Layer, Her Majesty's Government is committed to the reduction of the production and consumption of those Substances controlled under the Protocol. SELLER shall supply a list specifying:

(1) All substances listed at paragraph (b) below contained in the Items (including the packaging thereof, whether or not specified in this PO)

(2) The quantity of each of the substances (including the packaging thereof, whether or not specified in this PO)

H. SUPPLY OF DOCUMENTATION FOR NATO CODIFICATION PURPOSES

(a) For Items furnished by SELLER to LOCKHEED MARTIN and items procured by SELLER from a lower tier subcontractor or vendor, SELLER will furnish to LOCKHEED MARTIN the name of the actual manufacturer(s) and his/their drawings or part numbers and applicable technical data, plus draft item identifications if required. All necessary data and related draft item identifications required will be submitted at the earliest practicable date but in all instances within the time limits specified by this PO.

(b) For as long as at least five aircraft remain in service, SELLER will provide to LOCKHEED MARTIN updating information regarding all modifications or design changes made to the equipment or spare parts. When draft item identifications are to be furnished, these will be provided in accordance with the guide for the preparation of item identifications furnished by Lockheed Martin.

or similar expense not so agreed shall be included in LOCKHEED MARTIN's tender, quotation, offer, acceptance or contract price. If any claim in respect of use or alleged use of any invention or design as is mentioned in paragraph (a) above is made against SELLER it shall be referred to LOCKHEED MARTIN.

(d) SELLER shall within 3 months, or such additional time as may be agreed, of the date of this PO supply LOCKHEED MARTIN with a statement setting out the details of any license or other agreement under which SELLER would or might, but for the authorization of the Government, be authorized to disclose information to the Government.

tier subcontract in like manner as those provisions apply to anything done by SELLER for the purpose of tendering for or performing this PO.

(i) SELLER shall make reasonable efforts to incorporate in any lower tier subcontract for the purpose of this PO provisions whereby there shall subsist between SELLER and the lower tier subcontractor rights and obligations in respect of the lower tier subcontract corresponding to those subsisting between LOCKHEED MARTIN and SELLER in respect of this PO by virtue of paragraphs (d), (e) and (g) of this Article and SELLER shall take all reasonable steps to secure that the lower tier subcontractor observes the obligations so imposed upon SELLER sed t