



**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

JAPAN F-35 FINAL ASSEMBLY AND CHECK OUT (FACO) C-4 Contract

**Generated using the Lockheed Martin CorpDocs 2013 Version**

17 January 2019

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.

For all subcontracts issued under the subject effort, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions (CorpDocs, etc.) to be used for subcontracts issued under the Prime Contract.

In the event of a conflict between the version or date of a clause set out in this document and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out 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. Add the following clause(s):**

**PACKING AND SHIPMENT:**

CorpDocs delivery point is confirmed to be FOB Place of Shipment.

**WARRANTY:**

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of **thirty (30) months**. If any nonconforming Work is identified within the warranty period, SELLER, at LOCKHEED MARTIN's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of nonconforming Work, and reperformance of Work shall be at SELLER's expense. If repair, or replacement, or reperformance of Work is not timely, LOCKHEED MARTIN may elect to return, reperform, repair, replace, or reprocure the non conforming Work at SELLER's expense. All warranties shall run to LOCKHEED MARTIN and its customers.

**AMENDMENT REQUIRED BY LOCKHEED MARTIN'S CONTRACT WITH ITS CUSTOMER:**

SELLER agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable LOCKHEED MARTIN Contract with its Customer or with the provisions of amendments to such 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.

**Insurance:**

**1) This clause only applies if Sellers are performing work inside the country of Japan.**



Entering Parties from the other parties' premises and direct that such employee(s) not be reassigned to any of the other parties a7(s)-2.6(-.58.1(i)-3.9(s)-4.8s)-2.5( i)-4.8(ne)-1.9(pt)-4.8(h)11.2( p7.4(fa)1.5o(e)-1(e)-1.1ane