

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

C. Clause 36 is deleted and the following is substituted in lieu thereof:

36. Compliance with Regulations

The following Federal Acquisition Regulation ("FAR") clauses are incorporated herein by reference, subject to the modifications/ applications indicated and the following definitions: "the contract" and "this contract" means "this PO" except in the phrase " prime contract;" "schedule" means "this PO;" "Contractor" means "Seller;" except in the phrase "prime contractor;" "subcontractor(s)" and "subcontract(s)" mean "lower tier subcontractor(s)" and "lower tier subcontract(s)" and "Supplies" means "Item(s)."

PART

A FAR

TITLE

The clauses listed in Part A are incorporated by reference in the portion, if applicable, of the contract.

52.215-11

Buyer harmless to the full extent of any damage or expense resulting from such action.
Price Reduction for Defective Cost or Pricing Data - Modifications (Oct 1997) -

any, that the Contracting Officer directs Buyer to withhold from Seller.”
52.204-2 Security Requirements (AUG 1996) - If access to classified material is required.
52.211-5 New Material (OCT 1997) - “Contracting Officer” and “Government” mean Buyer in the last two sentences.

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commercial warranty or warranties, the remedies available to the Buyer under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Seller in writing within one (1) year after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Buyer may otherwise have under this contract with respect to defects other than Year 2000 performance.

46. YEAR 2000 WARRANTY—COMMERCIAL SUPPLY ITEMS

The Seller warrants that each hardware, software, and firmware product delivered under this PO shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific listed products must perform as a system in

information relating to the specific nature of the defect and the recommended action necessary to correct the defect.