



(a) This Cont TDract TD int TDegrat TDes, merges, and supersedes any prior offers, negot TDiat TDions, and agreement TDs containing t TDhe



not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on LOCKHEED MARTIN's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or, if (v) the UNITED STATES Government alleges any of the foregoing; and, as a result, (A) LOCKHEED MARTIN's contract price or fee is reduced; (B) LOCKHEED



(1) SELLER represents that it has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer



(d) SELLER shall immediately notify LOCKHEED MARTIN with the pertinent facts if SELLER becomes aware or suspects that it has delivered Counterfeit Work. When requested by LOCKHEED MARTIN, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

(e) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

(f) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation LOCKHEED MARTIN's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies LOCKHEED MARTIN may have at law, equity or under other provisions of this Contract.

(g) SELLER shall include paragraphs (a) through (e) and this paragraph (g) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to LOCKHEED MARTIN.

The following terms shall have the meanings set forth below:

(a) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these General Provisions, all referenced documents, exhibits and attachments. If these terms and conditions are



(b) Until final resolution of any dispute, SELLER shall diligently proceed with the performance of this Contract as directed by LOCKHEED MARTIN.

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.



- (1) ITAR Controlled technical data shall be used only to manufacture the Work required by this Contract; and
- (2) ITAR Controlled technical data shall not be disclosed to any other person except lower-tier subcontractors within the same country; and
- (3) Any rights in ITAR Controlled technical data may not be acquired by any foreign person; and
- (4) SELLER, including lower-tier subcontractors, shall return, or at LOCKHEED MARTIN's direction, destroy all of the ITAR Controlled technical data exported to SELLER pursuant to this Contract upon fulfillment of its terms; and
- (5) Unless otherwise directed by LOCKHEED MARTIN, SELLER shall deliver the Work only to LOCKHEED MARTIN in the United States or to an agency of the U.S. Government.; and





provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by SELLER.





(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the LOCKHEED MARTIN Contract number, item number, dates of shipment, and the



(a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.

(b) Records of all quality control inspection work by SELLER shall be kept complete and available to LOCKHEED MARTIN and its customers.



Information of Lockheed Martin

Insurance/Entry on Lockheed Martin's Facilities

Intellectual Property

Language and Standards

Release of Information

Retention of Records

Use of Free, Libre and Open Source Software (FLOSS)

U. S. Government flowdown clauses and provisions that by their nature should survive.

Warranty

(a) SELLER's timely performance is a critical element of this Contract.

(b) Unless advance shipment has been authorized in writing by LOCKHEED MARTIN, LOCKHEED MARTIN may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.

(c) If SELLER becomes aware of an impending labor disEage-1.41 (M)-19P AM SEUR591(D)6(3(a)-4(r)-13(e)3(o)-4(f)3(a)-4(n)-6(i)-1(m)3(p)-6TR)



(b) SELLER shall ensure shipments made in connection with this Contract are conveyed through transportation providers that are (1) certified under the U.S. CBP C-TPAT program, (2) certified under a supply chain security program of a country that the United States has entered into a C-TPAT mutual recognition agree agreement, or (3) otherwise approved by LOCKHEED MARTIN.

(c) In addition to other requirements of this Contract, SELLER shall ensure the physical integrity and security of all shipments under this Contract against the introduction of harmful or dangerous materials, drugs, contraband, weapons, or weapons of mass destruction or introduction of unauthorized persons in transportation conveyances and/or containers. Such measures shall include, but are not limited to: physical security of SELLER's manufacturing, packing, shipping, and storage; restriction of access of unauthorized persons to such areas; screening of personnel involved in any related supply chain activities to the max co(t)-3(i)-11dbe-2(t)1(r)0

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Markings. On behalf of the Government, LOCKHEED MARTIN may notify SELLER of such a Nonconforming Marking. If SELLER fails to remove or correct such marking within sixty (60) days after such notification, LOCKHEED MARTIN may, notwithstanding any other