

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

SUPPLEMENT A
PRIME CONTRACT FA8504-05-D-0004
Center Wing Box, Phase II

Generated using Lockheed Martin CorpDocs 2007 Version

September 2007

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.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth 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.

In addition to the terms and conditions in the CORPDOC and other provisions of the Federal Acquisition Regulation and Defense FAR Supplement identified as applying to this contract, the following provisions are added to this contract:

5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997) In the performance of this contract, the Seller agrees to comply with the response and access provisions of paragraph (c) of this clause, subject to coordination with the Buyer.

52-216-11 COST CONTRACT – NO FEE (APR 1984) "Government" and "Contracting Officer" mean "Lockheed Martin." The last two sentences are deleted.

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2004)
Applies if Seller is furnishing any of the items covered by this clause.

252.225-7013 DUTY-FREE ENTRY (JUN 2005) Applicable to subcontracts requiring duty free entry of goods in the United States. In paragraph (c), "Government" and "Contracting Officer" means "Lockheed Martin." The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact Lockheed Martin's procurement representative.

52.232-16 PROGRESS PAYMENTS (APR 2003) "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer."

"Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government." (1) Due date. The designated payment office will make progress payments on the **11th** day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

252.246-7003 **NOTIFICATION OF POTENTIAL SAFETY ISSUES** (JAN 2007) If applicable, Seller shall provide notifications under this clause to Lockheed Martin and the contracting officer identified to Seller.

52-247-67 **SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT** (JUN 1997) Applicable to cost reimbursement orders that authorize reimbursement of transportation as a direct charge. Documents required by this clause will be provided by Seller to Buyer.