

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
United States Air Force Norway C-130J Paratroop Door Upgrade
FA8553-19-C-0007
Original 21 MAY 2020
Generated using Lockheed Martin CorpDocs 2020 Version

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 document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

PART I. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)

DFARS 252.203-7004 Display of Hotline Posters (Aug 2019)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (Apr 2018)

AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (Nov 2012) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin"; not applicable to Commercial Items as defined in FAR 2.101).

DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)
(The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.)

DFARS 252.225-7028 Exclusionary Policies and Practice of Foreign Governments (Apr 2003)

52.232-11 Extras. (Apr 1984) "Contracting Officer" means "Lockheed Martin."

52.232-17 Interest. (May 2014) "Government" means "Lockheed Martin"

FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013) (Applicable where software or services will be retransferred to the Government.)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (June 2013)

DFARS 252.243-7002 Requests for Equitable Adjustment (Dec 2012): (Applicable to subcontracts over \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012) Applicable when items will be furnished to the seller that will be subject to serialized tracking

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (Dec 2017) (Applicable if subcontractor will be in possession of government property)

DFARS 252.246-7001 Warranty of Data (Mar 2014) "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government."

Part II. DELETIONS. The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

Part III. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS

RESERVED

Part IV. PERFORMANCE WORK STATEMENT SPECIAL PROVISION

RESERVED

REVISION HISTORY

RESERVED