

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER

Oman II F-16 Aircraft Program
Contract FA8615-12-C-6011

Generated using Lockheed Martin CorpDocs 2012 Version

January 05, 2012

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.

For all subcontracts issued under the subject Prime Contract, the following terms and conditions, applicable as noted, are incorporated by reference in addition to those other terms and conditions (the CorpDoc Series, etc.) to be used for subcontracts issued under such Prime Contract. The language of the incorporated clause(s) should be modified so that "Government" and "Contracting Officer" mean LOCKHEED MARTIN, "Contractor" means SELLER, and "Subcontractor" means SELLER's Subcontractors.

The following FAR, DFARS and AFFARS clauses are added:

FAR 52.203-7, "ANTI-KICKBACK PROCEDURES" (OCT 2010). Applicable to subcontracts in excess of \$150,000. Paragraph (c)(1) does not apply.

FAR 52.223-18, "CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING" (AUG 2011). Applies if this subcontract exceeds \$3,000.

FAR 52.227-21, "TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT – MAJOR SYSTEMS" (DEC 2007). "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).

FAR 52.228-3, "WORK

acquired or furnished.

b. Subject to the provisions of Paragraph (a) above, any of the aforementioned items of Special Tooling and/or Special Test Equipment presently in the possession of the Contractor and/or subcontractors may be modified as necessary for the performance of this Contract as approved by the ACO.