

LOCKHEED MARTIN AERONAUTICS COMPANY

SUPPLEMENTAL CLAUSES FOR SUBCONTRACTS – PRODUCTION

1. DEFINITIONS

The following terms shall have the meanings set forth below:

“LOCKHEED MARTIN” has the definition set forth in the applicable CorpDocs incorporated into this Contract.

“Contract” has the definition set forth in the applicable CorpDocs incorporated into this Contract.

“SELLER” has the definition set forth in the applicable CorpDocs incorporated into this Contract.

“Work” has the definition set forth in the applicable CorpDocs incorporated into this Contract.

2. REFERENCED DOCUMENTS

Copies of documents referenced in this Contract may be obtained from the LOCKHEED MARTIN Aeronautics Supply Chain Management (“SCM”) internet home page at <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> or from the LOCKHEED MARTIN Procurement Representative.

3. ENVIRONMENTAL, SAFETY AND HEALTH

(a) Hazardous Material: SELLER warrants that the Work delivered or brought onto LOCKHEED MARTIN’s premises in the performance of this Contract, do not contain any of the hazardous material listed on the hazardous materials elimination list (“HMEL”), the version effective as of the release date of this Contract, under the heading “I. Banned Materials.” The HMEL is available at the following location: <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under “Terms & Conditions”, subheading “ES&H”.

4. SHIPPING INSTRUCTIONS

(a) SELLER shall ship the Work in accordance with the PM-5010 "SUPPLIER/SELLER SHIPPING INSTRUCTIONS", version effective as of the release date of this Contract. PM-5010 is incorporated in this Contract by reference and applies to all Work shipped except the

7. A83 NOTE ENGINEERING SPECIFICATION REQUIREMENTS

If "A83 NOTE ENGINEERING SPECIFICATION REQUIREMENTS" is incorporated at the item level of this Contract, SELLER shall comply with the following requirements:

(a) SELLER shall comply with latest revision, as of the effective date of this Contract, for all specifications or other documents incorporated herein, unless a specific revision number is referenced. If a specific revision number is referenced SELLER shall comply with the specified revision. The requirements set forth in the databases, specification, or other documents herein are incorporated into this Contract by reference.

(b) The databases, specifications, and other documents incorporated herein are LOCKHEED MARTIN Proprietary Information and as such are protected in accordance with the Proprietary Information Agreement (PIA) executed between the parties.

(c) SELLER shall include the requirements of this ENGINEERING SPECIFICATION REQUIREMENTS (A83) in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to LOCKHEED MARTIN.

(d) The following requirements are only applicable to LOCKHEED MARTIN designed parts.

(i) Engineering Materials and Approved Products (EMAP) (Applicable to all programs except F-16, F-2 and T-50)
Location: LOCKHEED MARTIN external web page: <https://www.lockheedmartin.com/en-us/suppliers/business-area-procurement/aeronautics/engineering/engineering-materials-approved-products-emap-design-support-database.html> "Engineering Materials & Approved Products (EMAP)."

(f) **Approved Manufacturer List for Standard Parts** – Specification Document 2GNA00001 (Applicable to the F-35 program) Location: LOCKHEED MARTIN JDL: <http://www.myexostar.com/Lockheed-Martin-Aeronautics/> under JSF Data Library (JDL). Search for 2GNA00001.

(d) In no event shall failure to assess liquidated damages be considered a waiver of LOCKHEED MARTIN's rights in this or any other articles or clauses. Except for the non-performance of subcontractors at any tier, SELLER shall not be liable for

(a) If, upon SELLER's tender of deliverable Work, LOCKHEED MARTIN identifies one or more deficiencies therein, LOCKHEED MARTIN

hardware set forth in this contract; provided such Qualified Supplier are financially sound and capable of carrying out the obligations of the terms and conditions of the contract.

(b) The price of the hardware shall be the price set forth in this Contract for comparable quantities and comparable delivery schedules, and the terms and conditions of any such sale shall be substantially similar to the terms and conditions of this Contract.

(c) SELLER shall enter into a separate contract with any such Qualified Supplier, if any, for such procurement, and SELLER shall look to the purchaser under any such contract for satisfaction of any and all obligations there under.

20. INVESTMENT

Any decision by SELLER to: (i) incur costs, by reason of investment or otherwise prior to the date of award of this Contract, (ii) forego profit or fee, or (iii) contract at a price below SELLER's cost, is made at the sole risk of SELLER. SELLER acknowledges that the price of this Contract shall not be increased for such actions, for any reason, including, but not limited to, a termination for convenience of this Contract, unless LOCKHEED MARTIN expressly agrees in writing to pay such portion.

21. UNDEFINITIZED CONTRACTS

In consideration for and as an obligation of this Contract SELLER shall accept undefinitized contracts or contract modifications required to support LOCKHEED MARTIN's prime o ss

(a) (1) The IUID bar-coding label requirements set out in DFARS 252.211-7003--Item Unique Identification and Valuation, of this Contract may have been updated since the issuance of the build-to-packages. To determine if IUID bar code labels are required, SELLER shall refer to the "UID type" field in the Product Data Manager (PDM) system. The field will be populated with either of the following:

(i) UID Type 1 (UID part), or

(ii) UID Type 2 (non-UID part)

(2) UID type 1 designates that IUID bar-coding labels are required. The separate notes list (SNL), which contains the part marking notes that used to appear on the face of the engineering drawing, will be automatically generated by PDM and furnished to SELLER.

(3) UID type 2 designates that IUID bar-coding labels are not required.

(4) The UID type attribute in the PDM system takes precedence over the UID type attribute in the face-of-drawing note.

(b) Engineering Revision Level for F-35 Build-to-Print Parts

The "Item Description" section for each contract line item includes a field titled "Drawing Revision Number". For F-35 Build-to-Print parts, the Drawing Revision Number represents the Engineering Revision Level which is the top-level revision level for all engineering technical requirements within the Build-to-Package. The applicable Drawing Revision Number is located within the Build-to-Package Top-Level Engineering Revision Level in LM Aero's Product Data Manager System. The Engineering Revision Level is also commonly referred to as the PDM Part Object Revision Level.