

The following terms shall have the meanings “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

date of this Contract. PM-8013 and the applicable site Environment Safety & Health Orientation for Marietta, Fort Worth, or Palmdale can be viewed on LOCKHEED MARTIN's website at the following location: <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> available under "Terms & Conditions" subheading "ESH." Alternatively, contact the LOCKHEED MARTIN Procurement Representative for an electronic copy.

#### **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 Work, if any, specified for shipment on DD-250 in accordance with PM-801. PM-5010 and PM-801 may be obtained from LOCKHEED MARTIN's website: <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under "Shipping," subheading "Shipping Instructions."

(b) SELLER shall promptly notify LOCKHEED MARTIN's Procurement Representative of any shipment originating outside the United States.

#### **5. TAXES**

(a) If this Contract is for the procurement of licensable vehicles, rentals/leases, or a purchase from a supplier that provides motel/hotel/lodging, LOCKHEED MARTIN shall pay taxes directly to SELLER. If this Contract contains Work (other than the procurement of licensable vehicles, vehicle rentals, leases, or motel/hotel/lodging) to be shipped to a LOCKHEED MARTIN Texas facility or taxable services to be performed in the state of Texas, the state of Texas Direct Payment Exemption Certification, Limited Sales, Excise and Use Tax No. 15218936324 or Texas Sales and Use Tax Resale Certificate No. 15218936324 prevail unless otherwise specified. LOCKHEED MARTIN will be responsible for the payment of any Texas sales and use tax applicable to this purchase.

areas at the Marietta site requires instructor lead FOD certification. Guidance on the instructor led training process as well as other FOD information for all sites is included in the FOD prevention program information which can be viewed at <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under pull-down menu "Terms & Conditions," subheading "FOD." Alternatively, contact LOCKHEED MARTIN's Procurement Representative for an electronic copy.

## 7. INVOICING INSTRUCTIONS

In addition to other instructions set out in this Contract invoices shall include at a minimum the following information:

- (a) Name and address of the SELLER;
- (b) Invoice date and invoice number;
- (c) This Authorizing Document number and Line Item Number;
- (d) Part number, description, quantity, unit of measure, unit price, and extended price;
- (e) Shipping and payment terms;
- (f) Name and remit address to which payment is to be sent;
- (g) Name, title, phone number, and mailing address of person to notify in the event of a defective notice; and
- (h) As applicable, Electronic Funds Transfer (EFT) banking information.

## 8. SUPPLIER COLLABORATION

If this Contract (i) has the text "CONTRACT ISSUED THROUGH SAP" indicating it was processed using LOCKHEED MARTIN's SAP purchasing systems, and (ii) SELLER has been on-boarded and formally notified by LOCKHEED MARTIN as being capable of using LOCKHEED MARTIN's collaboration tools, then SELLER shall maintain current company information, Contract acknowledgments, delivery status and shipment of product using LOCKHEED MARTIN's online collaboration tools, Procure-to-Pay ("P2P"), Supply Network Collaboration ("SNC") and Transportation Management System ("TMS").

**9. SUPPLIER REPORTING** *(Applies only if the Contract does **not** contain a Supplier Data Requirements List ("SDRL") requirement for such status)*

- (5) Identify the current manufacturing stage for each hardware deliverable required under this Contract.
- (6) Identify the current quantity and on-dock commitment date for each hardware deliverable required under this Contract.
- (b) SELLER shall submit a report of the status of the above tasks to LOCKHEED MARTIN in a format and frequency as requested by LOCKHEED MARTIN.

#### **10. SELLER'S ACCESS TO LOCKHEED MARTIN'S SYSTEMS OR APPLICATIONS**

All users who require access to LOCKHEED MARTIN's systems or applications shall obtain an individual Exostar account and a LOCKHEED MARTIN Two-Factor Authentication (2FA) security credential. SELLER shall be responsible for maintaining an active account and the annual fees associated with Exostar account management. Users may contact their Exostar Organization Administrator for access and information on obtaining the Lockheed Martin Two-Factor Authentication (2FA) security credential.

#### **11. BACKGROUND CHECKS**

SELLER's personnel, including SELLER's subcontractors, who will be performing Work, handling materials, or providing services within the operations, facilities, and premises owned, leased, or operated by LOCKHEED MARTIN, shall register with the LOCKHEED MARTIN Contractor screening services provider. These SELLER personnel needing access to LOCKHEED MARTIN premises shall be pre-identified and pre-screened at least ten (10) business days prior to presentation at these premises for badging and access. SELLER shall comply with the process located at: <https://ca.fadv.com/CA/welcome.do?lmc> for new and renewal pre-screening requests.