

LOCKHEED MARTIN CORPORATION

CORPDOC 2 INT

- 15 Gratuities/Kickbacks
- 16 Importer of Record
- 17 Independent Contractor Relationship
- 18 Information of Lockheed Martin
- 19 Information of Seller
- 20 Inspection and Acceptance
- 21 Insurance/Entry on Lockheed Martin's Property
- 22 Intellectual Property
- 23 Language and Standards

- 31 Release of Information
- 32 Stop Work Order
- 33 Survivability
- 34 Termination For Convenience
- 35 Timely Performance
- 36 Waiver, Approval, And Remedies
- 37 Warranty
- 38 Year 2000 Compliance

**SECTION II: FAR FLOWDOWN PROVISIONS**

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- A Incorporation of FAR Clauses
  - B Government Subcontract
  - C Notes
  - D Amendments Required by Prime Contract
  - E FAR Flowdown Clauses
  - F Certifications and Representations

**SECTION I: GENERAL PROVISIONS**

**1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS**

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the Parties.
- (b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.
- (c) **Additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment hereof are hereby objected to by LOCKHEED MARTIN and have no**

(2) SELLER shall provide to LOCKHEED MARTIN with



(b) If elsewhere in the Contract LOCKHEED MARTIN is not indicated as importer of record, then SELLER agrees that:

(i) LOCKHEED MARTIN will not be a party to the importation of Works, the transaction(s) represented by this Contract will be consummated after importation, and SELLER will neither cause nor permit LOCKHEED MARTIN's name to be shown as "Importer Of Record" on any customs declaration; and

(ii) Upon request and where applicable, SELLER will provide to LOCKHEED MARTIN Customs Form 7501 entitled "Customs Entry", properly executed.

17. **INDEPENDENT CONTRACTOR RELATIONSHIP**

(a) SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's employees exclusively without any relation whatsoever to LOCKHEED MARTIN.

(b) SELLER shall be responsible for any costs or expenses including





