

(B) Claims (including reasonable incidental expenses) based upon liabilities of SELLER to third parties arising out of the performance of this Contract; provided, that the claims are not known to SELLER

once

7. **DEFINITIONS**

The following terms shall have the meanings set forth below:

- (a) "Contract" means the instrument of contracting, such as "PO", "Purchase Order", or other such type designa

13. **FURNISHED PROPERTY**

- (a) LOCKHEED MARTIN may provide to SELLER prop

21. **PACKING AND SHIPMENT**

- (a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.
- (b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the LOCKHEED MARTIN Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.
- (c) Unless otherwise specified, delivery shall be FOB Place of Shipment.

22. **PARTS OBSOLESCENCE**

LOCKHEED MARTIN may desire to place additional orders for items purchased hereunder. SELLER shall proL

(b) Unless advance shipment has been authorized in w

F. **FAR FLOWDOWN CLAUSES**

REFERENCE TITLE

1. **The following FAR clauses apply to this Contract:**

- (a) 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (See Note 2.)
- (b) 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (See Note 2.)
- (c) 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -

- (e) 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000)
- (f) 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (See Note 2. Delete subparagraph (e).)
- (g) 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995) (Applicable only if the Prime Contract contains this clause.)
- (h) 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) (See Notes 2 and 4.)
- (i) 52.248-1 VALUE ENGINEERING (FEB 2000) (See Note 1, except in subparagraphs (c)(5) and (m). See Note 3.)

5. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$500,000:

- (a) 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable if Contract value exceeds \$550,000 and not otherwise exempt under FAR 15.403.)
- (b) 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997) (Applicable for modifications if Contract value exceeds \$550,000 and not otherwise exempt under FAR 15.403.)
- (c) 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2001) (Applicable if the CONTRACTOR is not a small business. See Note 2, applicable to paragraph (c) only. The CONTRACTOR's subcontracting plan is incorporated herein by reference.)

6. The following clauses apply as indicated:

- (a) 52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applicable if the Work requires access to classified information. Delete paragraph (c) of the clause.)
- (b) 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable if submission of cost or pricing data is required. See Notes 2 and 4. Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)
- (c) 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997)(Applicable if submission of cost or pricing data is required for modifications. See Notes 2 and 4. Rights and obligations under this clause shall survive completion of the Work and f

