



GENERAL PROVISIONS
COMMERCIAL SUBCONTRACTS/PURCHASE ORDERS

Table listing 33 contract sections: 1 Acceptance of Contract/Terms and Conditions, 2 Applicable Laws, 3 Assignment, 4 Changes, 5 Contract Direction, 6 Default, 7 Definitions, 8 Disputes, 9 Electronic Contracting, 10 Export Control, 11 Extras, 12 Furnished Property, 13 Gratuities/Kickbacks, 14 Independent Contractor Relationship, 15 Information of Lockheed Martin, 16 Information of Seller, 17 Inspection and Acceptance, 18 Insurance/Entry on Lockheed Martin Property, 19 Intellectual Property, 20 New Materials, 21 Offset Credit/Cooperation, 22 Packing and Shipment, 23 Payments, Taxes, and Duties, 24 Precedence, 25 Quality Control System, 26 Release of Information, 27 Severability, 28 Stop Work Order, 29 Survivability, 30 Termination for Convenience, 31 Timely Performance, 32 Waiver, Approval, and Remedies, 33 Warrant.

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 effect unless expressly accepted in writing by LOCKHEED MARTIN.

2. APPLICABLE LAWS

- (a) This Contract shall be governed by and construed in accordance with the law of the State from which this Contract is issued, excluding its choice of law rules. SELLER agrees to comply with all applicable laws, orders, rules, regulations and ordinances.
(b) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to LOCKHEED MARTIN hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

t of any such amounts. A mounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of LOCKHEED MARTIN against SELLER. LOCKHEED MARTIN shall have the right to make settlements and/or adjustments in price without notice to the assignee.

4. CHANGES

- (a) The LOCKHEED MARTIN Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipping or packing; (iii) place o

- (c) Any claim for an equitable adjustment by SELLER must be submitted in writing to LOCKHEED MARTIN within thirty (30) days from the date



(c) If SELLER delivers non-conforming Work, LOCKHEED MARTIN may; (i) accept all or part of such Work at an equitable price reduction





s (c) The rights and remedies of LOCKHEED MARTIN in this Contract are cumulative and in addition to any other rights and remediesu

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