



**GENERAL PROVISIONS
COMMERCIAL SUBCONTRACTS/PURCHASE ORDERS**

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1. **ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS**
 - (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements, Exhibits, Attachments, and any Task Order (s) issued hereunder, constitutes the entire agreement between the parties.
 - (b) SELLER's acknowledgment, acceptance of payment, or commencement of performance under this Contract.
 - (c) **Additional or differing terms or conditions proposed by SELLER or included in SELLER's purchase orders for 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 interpreted under the laws of the State of California. This Contract is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency under the Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
 - (c) SELLER shall provide to LOCKHEED MARTIN with each delivery any Material Safety Data Sheet (MSDS) containing such information as required by the Occupational Safety and Health Administration (OSHA) approved counterpart.
3. **ASSIGNMENT**

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be in writing and approved by LOCKHEED MARTIN. SELLER may assign rights to be paid amounts due, or to become due, to a third party. SELLER shall provide a signed copy of such assignment reasonably in advance of the due date for payment of the amount assigned. SELLER shall be responsible for recoupment for any present or future claims of LOCKHEED MARTIN against SELLER or any assignee. SELLER shall not and/or adjustments in price without notice to any assignee.
4. **CHANGES**
 - (a) The LOCKHEED MARTIN Procurement Representative may at any time, by written notice, make changes within the general scope of this Contract in any one or more of the following: (i) quantity; (ii) specifications; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule.
 - (b) If any such change causes an increase or decrease in the cost of, or the time required to perform the Contract, LOCKHEED MARTIN shall make an equitable adjustment in the Contract price and/or delivery schedule.

- (d) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall excuse SELLER from proceeding without delay in the performance of this Contract as changed.

5. **CONTRACT DIRECTION**

- (a) Only the LOCKHEED MARTIN Procurement Representative has authority to make changes in or amendments to this Contract. Changes and amendments must be in writing.

10. **EXPORT CONTROL**
 - (a) SELLER agrees to

16. **INFORMATION OF SELLER**

SELLER shall not provide any proprietary information to LOCKHEED MARTIN without prior execution of a proprietary information agreement by the parties.

17. **INSPECTION AND ACCEPTANCE**

(a) LOCKHEED MARTIN and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection

(iii) In no event shall LOCKHEED MARTIN be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. SELLER's termination claim shall be submitted within ninety (90) days from the effective date of the termination.

(b) For other than specially performed Work: LOCKHEED MARTIN may terminate part or all of this Contract for its convenience by giving written notice to SELLER and LOCKHEED MARTIN's only obligation to SELLER shall be payment of a mutually agreed-upon restocking or service charge.

(c) In either case, SELLER shall continue all Work not terminated.

31. **TIMELY PERFORMANCE**

(a) SELLER's timely performance is a critical element of this Contract.

(b) Unless advance shipment has been authorized in writing by LOCKHEED MARTIN, LOCKHEED MARTIN may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.

(c) If SELLER becomes aware of difficulty in performing the Work, SELLER shall timely notify LOCKHEED MARTIN, in writing, giving pertinent details. This notification shall not change any delivery schedule.

(d) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by LOCKHEED MARTIN.

32. **WAIVERS, APPROVALS, AND REMEDIES**

(a) Failure by LOCKHEED MARTIN to enforce any of the provisions of this Contract shall not be construed as a waiver of the requirements of such provisions, or as a waiver of the right of LOCKHEED MARTIN thereafter to enforce each provision.

(b) LOCKHEED MARTIN's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

(c) The rights and remedies of LOCKHEED MARTIN in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

33. **WARRANTY**

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any non-conforming Work is identified within the warranty period, SELLER, at LOCKHEED MARTIN's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of non-conforming Work, and reperformance of Work shall be at SELLER's expense. If repair, or replacement, or reperformance of Work is not timely, LOCKHEED MARTIN may elect to return, reperform, repair, replace, or procure the non-conforming Work at SELLER's expense. All warranties shall run to LOCKHEED MARTIN and its customers.