

LOCKHEED MARTIN CORPORATION

CORPDOC 1 T & M



GENERAL PROVISIONS – TIME AND MATERIALS

8. **DISPUTES**

All disputes under this Contract which are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed

subcontractors at any tier. SELLER's obligations for procuring and maintaining insurance coverages are freestanding and are not affected by any other language in this Contract.

(b)

- (e) SELLER shall procure required materials at the most advantageous prices available. Cash and trade discounts, rebates, allowances, credits, and other amounts, which have been accrued to the benefit of SELLER, are for the account of LOCKHEED MARTIN. All residual material shall belong to LOCKHEED MARTIN who shall provide disposition instructions to the SELLER.
- (f) LOCKHEED MARTIN may audit invoices and substantiating books and records as LOCKHEED MARTIN deems necessary. Each payment shall be subject to reduction to the extent found by LOCKHEED MARTIN not to have been properly payable. Contractor shall promptly advise LOCKHEED MARTIN if it becomes aware of an overpayment.

25. **PRECEDENCE**

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (i) Face of the Purchase Order and/or Task Order, release document, or schedule (including any continuation sheets), as applicable, including any special terms and conditions; (ii) This CORPDOC; and (iii) Statement of Work.

26. **QUALITY CONTROL SYSTEM**

- (a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.
- (b) Records of all quality control inspection work by SELLER shall be kept complete and available to LOCKHEED MARTIN and its customers.

27. **RELEASE OF INFORMATION**

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER without the prior written approval of LOCKHEED MARTIN.

28. **SEVERABILITY**

31. **TERMINATION FOR CONVENIENCE**

- (a) Lockheed Martin may terminate part or all of this Contract for its convenience by giving written notice to SELLER.
- (b) Upon termination, in accordance with LOCKHEED MARTIN's written direction, SELLER will immediately: (i) Cease work; (ii) Prepare and submit to LOCKHEED MARTIN an itemization of all completed and partially completed deliverables and services; (iii) Deliver to LOCKHEED MARTIN deliverables satisfactorily completed up to the date of termination at the agreed upon prices in the relevant statement of work ; and (iv) Deliver upon request any Work in