6000 (03/11/24)

1. When reviewing this purchase order in P2P, Seller may:

"accept",

"reject"

In the event that you "acknowledge with comments", your comments will have no force and effect on the contract unless specifically agreed to, in writing, by the LOCKHEED MARTIN Procurement Representative. Acknowledgement with comments acts as an acceptance of LOCKHEED MARTIN terms and conditions and purchase order notes. If you have an issue with the purchase order as issued, defer taking further action until contacting the LOCKHEED MARTIN Procurement Representative and resolving the issue.

2. The Lockheed Martin Purchase Order number and part number(s) must appear on all packages, packing slips, invoices and other correspondence.

3. Transportation charges are being processed via a Third-Party company for Lockheed Martin. Such charges shall not be included with any paperwork for goods and/or services being rendered by Seller.

4. Unless otherwise specified, the latest revision levels for all specifications, manufacturing instructions, referenced documentation, and any other requirements herein shall apply to the Contract.

5. Seller shall notify Lockheed Martin of any nonconforming Work. Lockheed Martin will evaluate the notification and shall provide direction to Seller concerning the disposition of the nonconforming Work.

6. Documentation requirements: Each document shall be legible, readable and reproducible. Electronically transmitted (e.g., EDI, pdf, etc.) copies may be acceptable if they meet these requirements.

7. When products or services applicable to the Contract are procured by Seller from sub-tier suppliers, Seller shall flow down any applicable requirements including customer requirements as necessary to ensure full compliance is achieved.

8. RESERVED

9. The following Bar Coding requirements apply to all Purchase Orders:

9.1 Seller shall print and supply two barcode labels (no special printer or hardware needed) before shipping products to Lockheed Martin. One label shall be attached to the container and the second label shall be attached to the packing slip.

9.2 The barcode must be created using the P2P "ship to LMC" process. An inbound delivery document number is created first and then a barcode label can be created. Creating the inbound delivery document is critical to processing the receipt.

9.3 Steps to create a barcode:

1) Log in to EXOSTAR

2) Click on the "ship to LMC" link

3) Highlight the PO that needs to be shipped, click on "ship to" at the bottom of the screen.

4) If inspection lots are used, select which lot - highlight the inspection lot being shipped,

Then click "submit"

5) At the next screen fill in the required information (identified with an \*)

6) Click on "create delivery" button, you will receive an inbound delivery # 1800#.

7) Then click on the "barcode" button (a PDF document will pop up # save or print as needed)

An additional support guide on how to implement this process is available via the EXOSTAR Web site at: http://www.myexostar.com/WorkArea/showcontent.aspx?id=1196

10. SHIPPING INSTRUCTIONS! PLEASE NOTE! IMPORTANT!

10.1 Requirements that are identified herein as FOB Shipping Point require Seller interface with Lockheed Martin Transportation prior to hardware or item shipment. Lockheed Martin will not pay for shipping expenses that are arranged by Seller and invoiced to Lockheed Martin. Detailed Shipping Instructions are located at the Lockheed Martin P2P portal: <https://procure.external.lmco.com/irj/portal/LMRoutingGuides>

You will be prompted to logon to Exostar before accessing this URL.

10.2 The SHIP TO LMC process includes a hard stop error that will prevent shipment of material more than 120 days before it is scheduled. It will be impossible to create a new Inbound Delivery if this would cause the new cumulative quantity on all Inbound Deliveries to exceed the cumulative quantity of all schedule lines with Contract Delivery Schedule dates on or before the current date plus 120 calendar days. Contact your LOCKHEED MARTIN authorized procurement representative in writing if an expedited shipment is needed.

11. General Information:

11.1 Subcontracting Plan. If applicable, Seller’s subcontracting plan for small business and small disadvantaged business concerns is incorporated herein by this reference and is made a material part of this Purchase Order. Seller shall submit subcontract summary report (SSR) (formerly SF295) and/or, individual subcontracting report (ISR) (formerly SF294) in electronic subcontracting reporting system (eSRS) to http://www.esrs.gov/, semiannually and at contract completion, in accordance with FAR 52.219-9 and DFARS 252.219-7003. The ISR reports must also be submitted to Lockheed Martin at supplier.diversity.fc-mfc@lmco.com. The prime contract number and SAM.gov Unique Entity ID (SAM UEI) number have been provided by Lockheed Martin under separate cover. If Seller has submitted a No Opportunity Letter, then the above action to submit ISR/SSR in eSRS is not applicable.

11.2 Property/Tooling. If this Purchase Order involves the purchase of new or the use of existing Special Tooling, Special Test Equipment, and/or Equipment, the current Master Furnished Property Administration Contract (MFPAC)/Subcontractor Property Agreement (SPA) is applicable to this Purchase Order. By accepting this Purchase Order, Seller acknowledges prior receipt of the MFPAC/SPA. Copies of the MFPAC/SPA may be obtained from the Lockheed Martin Procurement Representative or from the Lockheed Martin Property Management Representative.

If this Purchase Order includes the manufacture/purchase/acquisition of Special Tooling, Special Test Equipment, and/or Equipment (collectively ST/STE/Eq), a Certified Property List (form 3-80226) must be completed and returned to the Lockheed Martin Procurement Representative and the Lockheed Martin Property Management Representative. For government owned property, Lockheed Martin will provide disposition or retention instructions to Seller relative to the listed ST/STE/Eq upon contract completion, in accordance with FAR 52.245-1.

Invoices for property cost will be approved for payment after the first lot of parts produced from such property has been received at Lockheed Martin's plant and passed Lockheed Martin receiving inspection and after completion of Seller pre-production testing where required. One copy of the Certified Property List (form 3-80226) must be submitted with the invoice before the invoice can be approved for payment.

11.3 If a line item on this Purchase Order is identified as financial exposure authority or FEA, the line is being awarded and funded by Lockheed Martin in advance of the receipt of a Government prime contract. Lockheed Martin reserves the right to modify this Purchase Order to incorporate any required prime contract flowdowns applicable to such items once Lockheed Martin is awarded the Government prime contract.

11.4 The DD FORM 254, Contract Security Classification Specification, applicable to this Contract, if any, is hereby incorporated by reference and made a part of this Contract; if the DD Form 254 is currently awaiting approval by the Government, it will apply to this Contract upon approval. Disposition of all classified material for this Contract must be in accordance with the directions of the DD 254.

11.5 ESH Contractor Manual and Orientation. If this Contract requires Seller to perform Work on the premises of Lockheed Martin, its customers, or other third parties, Seller shall (1) comply with applicable local, state, and federal environmental and occupational safety and health laws, regulations, standards, and/or requirements; (2) comply with the Lockheed Martin Missiles and Fire Control Contractor Environment, Safety, and Health Requirements document (located at: https://www.lockheedmartin.com/content/dam/lockheed-martin/eo/documents/suppliers/mfc/mfc-esh-contractor-safetymanual.pdf); (3) comply with the Lockheed Martin Missiles and Fire Control Contractor Environment, Safety, and Health Orientation (located at: https://www.lockheedmartin.com/content/dam/lockheed-martin/eo/documents/suppliers/mfc/mfc-esh-contractor-safety-orientation.pdf); and (4) comply with any Lockheed Martin Missiles and Fire Control site-specific requirements communicated locally and through the Lockheed Martin Missiles and Fire Control procurement website (located at: https://www.lockheedmartin.com/en-us/suppliers/business-area-procurement/mfc.html#toolkit).

11.6 If this Contract requires Seller to perform Work at Lockheed Martin’s Grand Prairie or Orlando sites, Seller and its subcontractors, shall, prior to work commencing, permit a third-party selected by Lockheed Martin to collect, verify, maintain, and manage certain business and environmental, safety and health (ESH) data as required in this agreement. Seller agrees to pay any fees associated with maintaining an active account with the identified third-party and to respond to all requests for compliance information, including but not limited to, Certificates of Insurance, safety performance data, safety manuals or procedure documents, compliance documents required to be filed with regulators (e.g., U.S. Dept of Labor - OSHA), training certifications, and other similar business data. Registration information for Seller and all subcontractors is found at: http://pages.avetta.com/LOCKHEED-MARTIN.

11.7 If Lockheed Martin agreed for a non-US currency to be used for this Contract, Seller shall complete the commercial invoice/shipping document utilizing the agreed upon currency. Refer to line item text to determine value (or values) and currency (or currencies) to be used in the commercial invoice/shipping document.

11.8 Wage Determination. If FAR 52.222-41 applies to this Contract, by accepting this Contract, Seller represents that it has the systems, controls and procedures in place to ensure full compliance with FAR 52.222-41. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under FAR 52.222-41.

11.9 If this Contract supports a Government program, FAR 52.204-27, Prohibition on a ByteDance Covered Application, applies.  This clause prohibits use a covered application on any information technology owned or managed by the Government or Lockheed Martin, or on any information technology used or provided by Seller under this Contract (including equipment provided by Seller’s employees). “Covered application” is defined under the FAR as the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.