



TERMS & CONDITIONS

BY ACCEPTANCE OF THE ORDER, SUPPLIER AGREES TO THE FOLLOWING TERMS & CONDITIONS

- A.** Processing to be accomplished in performance of this purchase order's specifications
- B.** Seller's supplier must file and maintain a copy of all purchase orders containing the above statement and make these available for review by Buyer, upon request.
- C.** Seller's supplier shall submit a Certification of Conformance ("C of C") with a unique certification number containing the following information:
1. Title and specification number (including revision letter) of the process,
 2. Name and address of the process or ("NDT") facility,
 3. As required, seller's supplier unique LM Aero identification number ("vendor or processor code"),
 - a. If using a NADCAP approved processor, a statement of "Source utilized based on current NADCAP accreditation"
 4. Date the C of C was issued,
 5. Purchase order part number,
 6. Quantity of parts (to include quantity accepted/rejected),
 7. Signature and title of authorized quality agent of Seller, and
 8. fracture durability classification or serialization when required.
- D.** Seller's sub-tiers shall ensure parts are suitably wrapped, boxed or racked to guard against shipping damage and apply rust or corrosion protection.
- E.** Seller's sub-tiers shall identify specifications(s) title and specific revision level(s) and drawing(s) requirement(s) to be performed.
- F.** Facility is required to have a FOD prevention program.
- G.** Supplier to notify CMT Inc of nonconforming product and arrangements for CMT Inc approval of supplier nonconforming material, per AS 9100.
- H.** Requirements for the supplier to notify CMT Inc of changes in product and/or process definition and, where required, obtain CMT Inc. approval, per AS 9100.
- J.** Rights of access of the customer per AS 9100.

K. Supplier to flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics when required, per AS 9100.

L. Retention of records: Unless a longer period is specified on this purchase order or by law or regulation, supplier shall retain all records related to this purchase order for five (5) years from the date of final payment received by the supplier.

M. As required, the use of EMAP will be used for flow down of approved products as required by Lockheed.

Counterfeit Parts Prevention:

a) For purposes of this clause, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.

b) SELLER agrees and shall ensure that Counterfeit Work is not delivered to CMT.

c) SELLER shall only purchase products to be delivered or incorporated as Work to CMT directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer(OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by LOCKHEED MARTIN.

d) SELLER shall immediately notify CMT with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by CMT, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

e) SELLER shall establish and maintain a Counterfeit Parts/Material Preservation and Control Plan using AS6174 to ensure that Counterfeit Work is not delivered to Buyer.

The technical data herein provided is subject to export control under the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR). Such data should not be disclosed, exported or transferred in any manner to any foreign person or any foreign country without prior written approval of the Office of Defense Trade Controls, U.S. Department of State or the Bureau of Industry and Security, U.S. Department of Commerce.

This purchase order is intended for the use of the addressee(s) only and may contain privileged, confidential, or proprietary information that is exempt from disclosure under law.