

**JSF EMD – SERVICE SUPPLEMENT
TO JSF EMD CORPDOC 3-INT**

**ADDITIONAL TERMS AND CONDITIONS
FOR SERVICES UNDER U.S. GOVERNMENT PRIME CONTRACT**

1. Add the following clause to Section I, Article 6, “Definitions”.

“Services” includes services performed, workmanship, and material furnished or used in the performance of services.

2. Substitute the following clause for Section I, Article 32, “Warranty.”

6. WARRANTY:

- (a) “Acceptance,” as used in this clause, means the act of an authorized representative of Buyer by which Buyer assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific Services, as partial or complete performance of this PO. “Correction,” as used in this clause, means the elimination of all defects.
- (b) Notwithstanding inspection and acceptance by Buyer or any provision concerning the conclusiveness thereof, Seller warrants that all Services performed under this PO will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this PO. Buyer shall give written notice of any defect or nonconformance to Seller within twelve (12) months from the date of acceptance by Buyer, or, in the event Seller performs a service on an item, which will be delivered by Buyer to its customer, then twelve (12) months from the date of delivery to Buyer’s customer. This notice shall state either (1) that Seller shall correct or reperform any defective or nonconforming Services, or (2) that buyer does not require correction or reperformance.
- (c) If Seller is required to correct or reperform, it shall be at no cost to Buyer, and any Services corrected or reperfomed by Seller shall be subject to this clause to the same extent as work initially performed. If Seller fails or refuses to correct or reperform, Buyer may, by contract or otherwise, correct or replace with similar Services and charge to Seller the cost occasioned to Buyer thereby, or make an equitable adjustment in the price of this PO.
- (d) If Buyer does not require correction or reperformance, Buyer shall make an equitable adjustment in the price of this PO.

- (e) The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, or under this PO.
- 3. In Section II, paragraph E(1), add 52.243-1 “Changes” with its “Alternate I (APR 1984)” to 52.243-1, “Changes – Fixed-Price” if the requirement is for services, other than architect-engineer or other professional services, and no supplies are to be furnished. (See Note 2.) Add 52.243-1 “Changes” with its “Alternate II (APR 1984)” to 52.243-1 “Changes – Fixed-Price” if the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished. (See Note 2.)
- 4. In Section II, paragraph E(1), substitute FAR 52-246-4 (Inspection of Services – Fixed-Price” for FAR 52.246-2, “Inspection of Supplies – Fixed-Price.” (See Note 1, except for subparagraph [b], wherein Note 4 applies.) The provisions in the clause for access, rights to inspect, and safety protection, apply equally to Lockheed Martin and the Government.
- 5. In Section II, paragraph E(1), substitute FAR 52.249-4, “Termination for Convenience of the Government (Services)” for FAR 52.249-2, “Termination for Convenience of the Government (Fixed-Price)” if the requirement is for services and no supplies are to be furnished. (If the requirement is for services and supplies are to be furnished, keep FAR 52.249-2, “Termination for Convenience of the Government [Fixed-Price]). (See Notes 1 and 2.)