

TERMS OF LIABILITY FOR SELLER (US PERSON)

This document is an integral part of LOCKHEED MARTIN CORPORATION CORPDOC 3INT GENERAL PROVISIONS FOR INTERNATIONAL SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT (ALL AGENCIES) and shall apply to all "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract"

"LOCKHEED MARTIN" means Polskie Zakłady Lotnicze Sp. z o.o. having seats in Mielec, address: Wojska Polskiego 3, 39-300 Mielec, Poland.

(a) If there are two or more entities on the part of SELLER, their liability towards LOCKHEED MARTIN shall be joint and several. In such a case, these entities shall appoint from among themselves an entity authorized to represent the remaining entities to the extent necessary to perform the Contract.

(b) SELLER shall not be liable for the suitability, correctness and completeness of the materials, documentation or information provided by LOCKHEED MARTIN in order to perform the Contract, unless otherwise expressly stated in the Contract. However, SELLER shall be obliged to verify the suitability, correctness and completeness of the materials, documentation or information provided by LOCKHEED MARTIN and inform LOCKHEED MARTIN of any detected deficiencies or irregularities

(c) In the event of non-performance or improper performance of any provisions of the Contract, after LOCKHEED MARTIN has notified SELLER, LOCKHEED MARTIN may proceed to substitute performance and commission the relevant part of the Contract to a third party at SELLER's expense and risk (without the need to obtain judicial authorization).

(d) In case LOCKHEED MARTIN made for the benefit of third party any performance for which LOCKHEED MARTIN and SELLER are joint and severally liable, LOCKHEED MARTIN may claim from SELLER reimbursement of whole performance made if such performance results from improper or non-performance of obligations set forth in the Contract, from tort or breach of laws and regulations, each caused by SELLER or entities employed by SELLER in order to fulfil the Contract. In addition, SELLER will be liable towards LOCKHEED MARTIN for any damages and costs incurred in relation to performance made for the benefit of third party, including reasonable attorney's fees, and loss of profit.

(e)

(1) In case of delay in timely performance of the Contract or part thereof (including delayed delivery), LOCKHEED MARTIN may claim liquidated damages in amount of 0,5% of the Contract value for each commenced day of delay or in amount of PLN 1.000 for each day for each commenced day of delay, whichever is higher.

(2) In case of default including delay in performance of duties resulting from guarantee or statutory guarantee granted to goods or services being deliverables under the Contract, LOCKHEED MARTIN may claim liquidated damages in amount of 0,2% of the Contract value for each commenced day of delay or in amount of PLN 1.000 for each day for each commenced day of delay, whichever is higher.

(3) In case of any goods or services being deliverables under the Contract non-conformity, including specifications, quality provisions, descriptions, drawing or applicable laws, Lockheed Martin may claim liquidated damages in amount of PLN 5.000 for each non-conformity.

(4) In case of rescission of the Contract or part thereof for the reason SELLER is liable, LOCKHEED MARTIN may claim liquidated damages in amount of 10% of the Contract value or part thereof.

(f) In case that the Contract provides any liquidated damages, in any case LOCKHEED MARTIN shall be entitled to claim full compensation if its damage exceeds the amount of the liquidated damages