LOCKHEED MARTIN AERONAUTICS COMPANY PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD) ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER FY22-24 SAHW IDIQ BASE N00019-23-D-0010

FAR 52.216-26 Payments of Allowable Costs Before Definitization (DEC 02) (Applicable to undefinitized cost-reimbursement subcontracts. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.217-2 Cancellation Under Multiyear Contracts (OCT 97) (Applicable to multi-year subcontracts. "Contracting Officer" and "Government" means "Lockheed Martin." In paragraph (e) "1 year" is changed to "six months.")

FAR 52.222-51 Exemption from Application of the Service Contract Labor Requirements to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—
Requirements (MAY 14) (Applicable to all subcontracts for exempt services.)

FAR 52.222-53 Exemption from Application of the Service Contract Labor Requirements to Contracts for Certain Services—Requirements (MAY 14) (Applicable to all subcontracts for exempt services.)

FAR 52.227-1 ALT I Authorization and Consent - Alternate I (APR 84) (Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 14) (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 84) (Applicable to all subcontracts to which the Defense Base Act would apply but for the waiver.)

FAR 52.229-8 Taxes--Foreign Cost-Reimbursement Contracts (MAR 90) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with _ TBD _. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-16 Progress Payments (NOV 21) (Applies to SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of progress payments in non-commercial Contracts. "Contracting Officer" shall mean "Lockheed Martin" except in paragraph (g) of the clause where it shall mean "Lockheed Martin or Contracting Officer." "Government" shall mean "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) of the clause where the term is unchanged and (2) in paragraphs (g) and (i) of the clause where it means "Lockheed Martin and the Government." Alternate I applies if SELLER is a small business concern.)

FAR 52.232-17 Intnm212(f)-3 Q q o1(")9(i)-4.8(1 72 348.6 T2I2()-3.9(a)-4.3())]TJ

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NAVAIR 5252.217-9507 OVER AND ABOVE WORK REQUESTS (OCT 05) (Should be used in subcontracts where over and above work is contemplated. Alternate I should be utilized if the work will be reimbursed on a time and materials basis. The blanks in paragraphs (c), (d) (e) and

- (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.
- (6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR. (End of clause).")

NAVAIR 5252.232-9529 Incurred Cost Reporting and Progress Reporting for Services (DEC 12)

(End of clause)")

NAVAIR 5252.247-9508 Prohibited Packing Materials (AUG 19) ("Applies if Seller will make shipments under this contract directly to the Government. Not applicable to Commercial Items as defined in FAR 2.101.

Clause Text: The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use. (End of clause)")

NAVAIR 5252.247-9510 Preservation, Packaging, Packing and Marking for Foreign Military Sales (FMS) Requirements (OCT 05) ("Applies if Seller will make shipments under this contract directly to the Government.

Clause Text: (a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

- (b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:
- (1) FMS Case Number.
- (2) Part Number (with CAGE Code).
- (3) For the organization/address the material is shipped to.
- (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
- (5) Project Code number.
- (6) Project Directive Line Item (PDLI) Number.
- (7) Requisition Serial Number (RSN).
- (8) Quantity.
- (9) From the contractor's address shipped from.
- (10) Ship to the shipping address provided in the contract.
- (11) Transportation Priority
- (12) Required Delivery Date
- (c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered. (End of clause)")