

LOCKHEED MARTIN AERONAUTICS COMPANY

SUPPLEMENTAL CLAUSES FOR SUBCONTRACTS – CONSTRUCTION

1. DEFINITIONS

The following terms shall have the meanings set forth below:

“LOCKHEED MARTIN” has the definition set forth in the applicable Construction Contracts Terms and Conditions incorporated into this Contract.

“Contract” has the definition set forth in the applicable Construction Contracts Terms and Conditions incorporated into this Contract.

“SELLER” has the definition set forth in the applicable Construction Contracts Terms and Conditions incorporated into this Contract.

“Work” has the definition set forth in the applicable Construction Contracts Terms and Conditions incorporated into this Contract.

“Substantial Completion” means that state in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with this Contract so that (a) LOCKHEED MARTIN can occupy or use the Work for its intended use, and after (b) SELLER has delivered to LOCKHEED MARTIN a Certificate of Occupancy.

2. REFERENCED DOCUMENTS

Copies of documents referenced in this Contract may be obtained from the LOCKHEED MARTIN Aeronautics Supply Chain Management (“SCM”) internet home page at <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> or from the LOCKHEED MARTIN Procurement Representative.

3. ENVIRONMENTAL, SAFETY AND HEALTH

(a) Hazardous Material: SELLER warrants that the Work delivered or brought onto LOCKHEED MARTIN’s premises in the performance of this Contract, do not contain any of the hazardous material listed on the hazardous materials elimination list (“HMEL”), the version effective as of the release date of this Contract, under the heading “I. Banned Materials.” The HMEL is available at the following location: <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under “Terms & Conditions”, subheading “ES&H”.

(b) Hazardous Material Shipments to the Fort Worth Facility Only; (i) LOCKHEED MARTIN Aeronautics requires each shipment of hazardous material to be accompanied by a completed hazardous material information form to be attached to the packing slip for products delivered to the Fort Worth facility. The completed form (Form Number 11914) is required to assist LOCKHEED MARTIN Aeronautics with the environmental reports to comply with state and federal environmental regulations. This form can be accessed on the LM Aero Supply Chain Management external website at the following website:

<http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under the “Terms & Conditions”, subheading “Forms and Information”.

(c) Contractor Environment Safety & Health Handbook: If, during the performance of this Contract, SELLER or SELLER's employees, subcontractors or agents enter onto LOCKHEED MARTIN's premises, the requirements outlined in PM-8013 Contractor Environment Safety & Health Handbook, the version effective as of the release date of this Contract ("PM-8013") and the applicable site Environment Safety & Health Orientation for Marietta, Fort Worth, or Palmdale shall apply, the version effective as of the release date of this Contract. PM-8013 and the applicable site Environment Safety & Health Orientation for Marietta, Fort Worth, or Palmdale can be viewed on LOCKHEED MARTIN's website at the following location:

<http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under "Terms & Conditions" subheading "ESH."

4. TAXES

(a) If this Contract is for the procurement of licensable vehicles, rentals/leases, or a purchase from a supplier that provides motel/hotel/lodging, LOCKHEED MARTIN shall pay taxes directly to SELLER. If this Contract contains Work (other than the procurement of licensable vehicles, vehicle rentals/leases, or motel/hotel/lodging) to be shipped to a LOCKHEED MARTIN Texas facility or taxable services to be performed in the state of Texas, the state of Texas Direct Payment Exemption Certification, Limited Sales, Excise and Use Tax No. 15218936324 or Texas Sales and Use Tax Resale Certificate No. 15218936324 prevail unless otherwise specified. LOCKHEED MARTIN will be responsible for the payment of any Texas sales and use tax applicable to this purchase.

(b) If this Contract is for the procurement of licensable vehicles, rentals/leases, or a purchase from a supplier that provides motel/hotel/lodging, LOCKHEED MARTIN shall pay taxes directly to SELLER. If this Contract contains Work (other than the procurement of licensable vehicles, vehicle rentals/leases, or motel/hotel/lodging) to be shipped to a LOCKHEED MARTIN Georgia facility or taxable services to be performed in the state of Georgia, the state of Georgia Direct Payment Permit number DP-4228352 prevail unless otherwise specified. LOCKHEED MARTIN will be responsible for the payment of any Georgia sales and use tax applicable to this purchase.

(c) If this Contract is for the procurement of licensable vehicles, rentals/leases, or a purchase from a supplier that provides motel/hotel/lodging, LOCKHEED MARTIN shall pay taxes directly to SELLER. If this Contract contains Work (other than the procurement of licensable vehicles, vehicle rentals/leases, or motel/hotel/lodging) to be shipped to a LOCKHEED MARTIN California facility or taxable services to be performed in the state of California, the state of California Resale Certificate No. (c) If this Contract is for the procurement of licensable vehicles, rentals/leases, or a purchase from a supplier that provides motel/hotel/lodging, LOCKHEED MARTIN shall pay taxes directly to SELLER. If this Contract contains Work (other than the procurement of licensable vehicles, vehicle rentals/leases, or motel/hotel/lodging) to be shipped to a LOCKHEED MARTIN California facility or taxable services to be performed in the state of California, the state of California Resale Certificate No SR Z OHB 99-901470 prevails unless otherwise specified. LOCKHEED MARTIN will be responsible for the payment of any California sales and use tax applicable to this purchase.

5. FOREIGN OBJECT DAMAGE

If, during the performance of this Contract SELLER or SELLER's employees, subcontractors or agents enter onto LOCKHEED MARTIN's premises, they may each be required to review information on the FOD prevention program and acknowledge by their respective signatures that they have done so before being allowed to enter FOD awareness areas. In addition, access to FOD Control or Critical areas at the Marietta site requires instructor lead FOD certification. Guidance on the instructor led training process as well as other FOD information for all sites is included in the FOD prevention program information which can be viewed at <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under "Terms & Conditions," subheading "FOD."

6. INVOICING INSTRUCTIONS

LOCKHEED MARTIN CORPORATION
Lockheed Martin Aeronautics Company

LM Aero Supplemental Clauses – Construction (Version1)
April 30, 2020

In addition to other instructions set out in this Contract invoices shall include at a minimum the following information:

- (a) Name and address of the SELLER;
- (b) Invoice date and invoice number;
- (c) This Authorizing Document number and Line Item Number;
- (d) Part number, description, quantity, unit of measure, unit price, and extended price;
- (e) Shipping and payment terms;
- (f) Name and remit address to which payment is to be sent;
- (g) Name, title, phone number, and mailing address of person to notify in the event of a defective notice; and
- (h) As applicable, Electronic Funds Transfer (EFT) banking information.

7. LIQUIDATED DAMAGES

- (a) If SELLER fails to achieve Substantial Completion within the period of performance of this Contract , SELLER shall be liable for the lesser of one half of one percent (.5%) of the value of this Contract or Four Thousand dollars (\$4,000) as liquidated damages, and not as a penalty, for each calendar day beginning on the first day after SELLER fails to achieve Substantial Completion within the contract schedule.
- (b) SELLER agrees that liquidated damages in the foregoing amounts are reasonable in light of the anticipated harm caused by the late delivery; the difficulties of the proof of loss; and the inconvenience, expense, or non-feasibility of otherwise determining and obtaining an adequate remedy.
- (c) In no event shall failure to assess liquidated damages be considered a waiver of LOCKHEED MARTIN's rights in this or any other articles or clauses. Except for the non-performance of subcontractors at any tier, SELLER shall not be liable for liquidated damages if the failure to deliver Work on time arises from causes beyond the control and without the fault or negligence of SELLER.
- (d) The remedies contained in this clause are in addition to any remedies LOCKHEED MARTIN may have at law, equity, or under other provisions of this Contract.

8. SELLER'S ACCESS TO LOCKHEED MARTIN'S SYSTEMS OR APPLICATIONS AND COLLABORATION

- (a) All users who require access to LOCKHEED MARTIN's systems or applications shall obtain an individual Exostar account and a LOCKHEED MARTIN Two-Factor Authentication (2FA) security credential. SELLER shall be responsible for maintaining an active account and the annual fees associated with Exostar account management. Users may contact their Exostar Organization Administrator for access and information on obtaining the Lockheed Martin Two-Factor Authentication (2FA) security credential.
- (b) SELLER shall maintain current company information, Contract acknowledgments, delivery status and shipment of product using LOCKHEED MARTIN's online collaboration tools, Procure-to-Pay ("P2P"), Transportation Management System ("TMS") and Supply Chain Collaboration (SCC) Hub.

9. BACKGROUND CHECKS

SELLER's personnel, including SELLER's subcontractors, who will be performing Work, handling materials, or providing services within the operations, facilities, and premises owned, leased, or operated by LOCKHEED MARTIN, shall register with the LOCKHEED MARTIN Contractor screening services provider. These SELLER personnel needing access to LOCKHEED MARTIN premises shall be pre-identified and pre-screened at least ten (10) business days prior to presentation at these premises for badging and access. SELLER shall comply with the process located at: <https://ca.fadv.com/CA/welcome.do?lmc> for new and renewal pre-screening requests.