LOCKHEED MARTIN AERONAUTICS COMPANY

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

Canada Technical Investigations and Engineering Support

Third Line Investigation and Repair VI (TLIR VI)

W8485-08KH08 OR W8485-08KH08/001/AIM

AWR W8485-4501546343

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April 24, 2017

ORIGINAL

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

PART I. DELETIONS (RESERVED)

PART II. MODIFICATIONS (RESERVED)

PART III. ADDITIONS (RESERVED)

Part IV. - PRIME CONTRACT SPECIAL PROVISIONS

1. REQUIREMENTS

There is a requirement for Tronos Aviation Consulting Inc. to develop the TLIR VI Inspection Specification for CP140/A aircraft. This Purchase Order (PO) is raised against the Lockheed Martin PO to Tronos Aviation Consulting Inc. to perform the Work in accordance with the Lockheed Martin "Attachment A – SOW – AMMM RM – dated 02-27-17."

This Time and Material tasking has a limitation of expenditures of \$87,920.00(USD).

2. BASIS OF PAYMENT

1.1 Tronos Aviation Consulting Inc. will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment, to a limitation of expenditure of \$87,920.00 (USD) Customs and duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

3. LIMITATION OF EXPENDITURE

- 3.1 Lockheed Martin's total liability to Tronos Aviation Consulting Inc. under this PO must not exceed \$87,920.00 (USD) Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- 3.2 No increase in the total liability of Lockheed Martin or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to Tronos Aviation Consulting Inc. unless these design changes, modifications or interpretations have been approved, in writing, by the Lockheed Martin Designated Authority before their incorporation into the Work. Tronos Aviation Consulting Inc. must not perform any work or provide any service that would result in Lockheed Martin's total liability being exceeded before obtaining the written approval of the Lockheed Martin Designated Authority. Tronos Aviation Consulting Inc. must notify the Lockheed Martin Designated Authority in writing as to the adequacy of this sum:
- (a) when it is 75 percent committed, or
- (b) as soon as Tronos Aviation Consulting Inc. considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3.3 If the notification is for inadequate contract funds, Tronos Aviation Consulting Inc. must provide to the Lockheed Martin Designated Authority a written estimate for the additional funds required. Provision of such information by Tronos Aviation Consulting Inc. does not increase Lockheed Martin's liability.

4. SUPPORTING DOCUMENTATION

- 4.1 Tronos Aviation Consulting Inc. must submit, no more than once a month, a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment or Lockheed Martin invoice. Subject to the Basis of Payment, payment will only be made on receipt of a completed progress claim duly supported by specified release documents and other documents called for under the Contract.
- 4.2 Each progress claim must show:
- a. all information required on form PWGSC-TPSGC 1111; and
- b. a list of all expenses for that specific period, i.e. the total labour hours per category, the current rates and markups per category, detailed travel and living expenses and any other related costs.
- 4.3 Each progress claim must be supported by detailed report of the work performed for that specific period by BOE# to show actual LOE against authorized planned LOE;
- 4.4 A copy of all receipts and vouchers for all direct travel and living expenses related to this task, shall be provided upon Lockheed Martin's request.
- 4.5 Tronos Aviation Consulting Inc. must prepare and certify one original in blue ink and two (2) copies of the claim on form PWGSC-TPSGC 1111 or Lockheed Martin invoice and forward it to the Lockheed Martin Designated Authority.

5. **PERIOD OF PURCHASE ORDER**

5.1 The period of this Purchase Order shall be from 1 May 2017 to 1 September 2017 (with two optional 30-day periods available if needed, but not to exceed 180 days).