

payment by Seller hereunder, or any other conduct by Seller that recognizes the existence of a contract pertaining to the subject matter here
by Seller of the Order and all the terms and conditions hereof.

- 1.2. Any terms or acknowledgment, proposal, bid, invoice, or other form of Seller that adds to, varies from, or conflicts with the terms of the Order, including these Terms and Conditions, are hereby rejected. Any such proposed terms shall be void and the terms of the Order, including the SA-908NP,

which Buyer may be obligated, notify Buyer in writing directed to: Manager, Tax Compliance, Sikorsky Aircraft Corporation, 6900 Main Street, Stratford, CT 06615-9129.

3.4. **Tax Disputes:** Seller shall cooperate in the equitable resolution of disputes pertaining to any taxes arising from the Order. If Buyer may directly contest any taxes in its own name, then it may do so and, to the extent permitted by law, withhold payment during contest pendency. If Buyer is not so permitted, Seller shall in good faith, as requested by Buyer, contest the taxes. Seller shall supply Buyer with information and documents as Buyer may reasonably request to control or participate in any proceeding to the extent permitted herein.

3.5. **Tax Refund and Indemnification:** If Seller receives a refund of any taxes attributable to Buyer; Seller shall pay such amount to Buyer within thirty (30) days of receipt. Seller shall indemnify Buyer against any and all losses, costs, and expenses (incl

section.

3.6. **Delivery of Software:** Seller shall deliver electronically via the internet allelectunb 3(q)520 1

- 4.2. Unless otherwise expressly set forth in the Order, the delivery terms for Goods shall be DDP Buyer (Incoterms 2000) provided that Seller shall be responsible for unloading of the Goods in accordance with Buyer's instructions and the risk of unloading will be that of Seller. Additional standard delivery instructions may be obtained through authorized Purchasing representative or through the Supplier Portal. Title shall pass to Buyer on delivery of Goods as provided in this section. If delivery is required to be made to a third party consignee (drop shipment), title and risk of loss shall pass to Buyer facility.
- 4.3. **Notice Of Delay:** Whenever an actual or potential event or occurrence delays or threatens to delay the timely performance of

- 4.7. **Packing Slip:** Seller shall include an itemized packing slip with all shipments that will adequately identify the Goods

occasioned Buyer thereby, and/or (ii) terminate the Order for default.

6.5. Rejected non-conforming Goods shall

Licensing > Supplier Resource > Suppliers Visitors, and incorporated by reference herein.

- 10.3. Seller unescorted
access to Seller personnel, fully completed copies of the forms referenced

11. **C-TPAT PROGRAM**

(Applicable only to Orders in which G

limitation, executing specific assignments of title in Foreground Intellectual

Intellectual Property. All Foreground Intellectual Property shall be
agrees that, for any works of authorship created by Seller or any
employees or any others used by Seller in the course of the Order, those
works that come under one of th

13. BUYER'S PROPERTY

- 13.1 All tools, equipment dies, gauges, models, drawings or other materials furnished by Buyer to Seller or made by Seller for the purpose of this Order and paid for by Buyer, and all replacements thereof and materials attached thereto, shall be and remain property and, whenever applicable, each individual item thereof, will be plainly marked and otherwise adequately identified by Seller as being property,

- information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual or other form, (i) disclosed by, or obtained from, Buyer or (ii) conceived, created, acquired, or first reduced to practice in connection with the Order. If Buyer furnishes sample products, equipment, or other objects or material to Supplier, the items so received shall be used and the information obtained from said items shall be treated as if they were Proprietary Information disclosed in connection with the Order.
- 14.3 Unless the Supplier contrary, Supplier shall (i) use the Proprietary Information solely for the purposes of the Order, and not for any other purpose (including, without limitation, designing, manufacturing, selling, servicing or repairing equipment for entities other than Buyer; providing services to entities other than Buyer; or obtaining any government or third party approvals to do any of the foregoing); (ii) safeguard the Proprietary Information to prevent its disclosure to or use by third parties; (iii) not disclose the Proprietary Information to any third party; and (iv) not reverse engineer, disassemble, or decompile the Proprietary Information.
- 14.4 Seller may disclose the Proprietary Information to employees, officers, directors, or labor personnel of the Supplier who have a need to know such Proprietary Information for the purposes of performing the Order and who have executed a written agreement with the Supplier obligating such person to treat such information in a manner consistent with the terms of this Section.
- 14.5 The Order shall not restrict the Supplier from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business: (i) is or may hereafter be in the public domain through no improper act or omission of the Supplier or a third party; (ii) is received by the Supplier without restriction as to disclosure by the Supplier from a third party having a right to disclose it; (iii) was known to Supplier on a non-confidential basis prior to the disclosure by the Buyer; or (iv) was independently developed by employees of the Supplier who did not have access to any of Bu
- 14.6 If Proprietary Information is required to be disclosed pursuant to judicial process, Supplier shall promptly provide notice of such process to Buyer and, upon request, shall fully cooperate with Buyer in seeking a protective order or otherwise contesting roctective qe] Tt64.0u()-161(t)8(h9/-5(e)-3(rw)155 f>6(ctiv)3(

- 14.8 Obligations in this Section regarding Proprietary Information shall continue until such time as all Proprietary Information is publicly known and generally available through no improper act or omission of the Supplier or any third party.
- 14.9 Unless required otherwise by law or the Order, the Supplier shall promptly return, or otherwise dispose of Proprietary Information as the Buyer may direct. Absent contrary instructions, Supplier shall destroy all Proprietary Information one (1) year after termination or completion of the Order and provide written acknowledgement to Buyer of such destruction.
- 14.10 Supplier agrees to cause all information regardless of form (including, for example, electronic, magnetic and optical media, software, and compilations), containing or derived in whole or in part from the Supplier's confidential information, trade secrets, or other confidential information, to be held confidential and not disclosed to any third party without the prior written consent of the Supplier.

contain obligations no less stringent than this Section. Supplier shall promptly notify Buyer if Proprietary Information is offered to Supplier by a third party or of the suspected possession of Proprietary Information by a third party.

14.13 Proprietary Information and other Intellectual Property will make it easier for Supplier manufacture or repair, or to apply for or assist another entity in obtaining FAA or other government approval for parts that are identical to parts supplied by Supplier in the same form, fit and function, as parts Supplier supplies to Buyer pursuant

and reputation which

Intellectual Property. If Supplier manufactures or repairs any such parts without obtain entity in obtaining FAA or other government approval for such parts), then it shall be considered a breach of the Order and Buyer shall be entitled to injunctive relief and such other remedies as a court may order.

- 14.15 Supplier shall not make accessible or sell completed or partially completed or defective Goods manufactured using or containing Proprietary Information to any unauthorized third parties. Goods not provided to Buyer shall be disposed of in a manner that prevents disclosure of

16.3 Supplier shall, upon written notice from Buyer of a Claim, promptly assume and diligently conduct the entire defense of a Claim at its own

right, at its own expense and without releasing any obligation of the Supplier, to participate and intervene in a Claim. Buyer shall have the right to reasonably reject counsel selected by Supplier. Supplier shall not enter
ll not
be unreasonably withheld.

16.4 Buyer may supersede Supplier in the defense of any Claim, and assume

court costs, but not settlement or damages, and any such release is expressly conditioned on Supplier

into any settlement without Supplier's written consent, which shall not be unreasonably withheld.

16.5 If the manufacture, use, sale, offer for sale, import, export, or other exploitation of any Goods or Services is enjoined by a court, if delivery is precluded by a government entity, or should Supplier refuse to supply Goods to avoid a potential third party claim, Supplier shall avoid any disruption to Buyer and shall (is) secure for Buyer the right to use or sell such Goods; (ii) modify or replace such Goods with equivalent non-infringing Goods; or (iii) provide such other solution acceptable to Buyer.

internal, nena an82 BuyeCusTm[(i6)-6(n)-3(m-5(e)-3(r))] TETBT380 0 1 126.02 353.6a)-22

- 17.3.5.2 Encrypt all BUYER Information transferred across public networks.
- 17.3.5.3 Encrypt all BUYER Information stored on Supplier mobile computing devices (e.g. laptop computers, PDAs (personal digital assistants), etc.)
- 17.3.6 Not to store PII on any Supplier mobile computing devices (e.g. laptop computers, PDAs (personal digital assistants), etc.)
- 17.3.7 Conduct appropriate background checks on all non-Buyer personnel who will have access to the environment and/or BUYER Information and approve those personnel based on the results of those checks. Supplier must disclose to Buyer the procedures used for those employees having access to the BUYER Information.
- 17.3.8 Provide Buyer at the time of signing the Agreement with a termination plan that addresses how BUYER Information will be returned to Buyer at the termination or expiration of the Agreement, including backup and archival information, and how all BUYER Information will be permanently removed from Supplier's equipment and facilities. This plan should include supplying the data to Buyer in an industry recognized non-proprietary database and, if not, a free-of-charge license to use the proprietary data base software to access the data.
- 17.3.9 Describe at the time of signing of the Agreement how Supplier will meet Buyer's requirement for a secure authentication process for access to BUYER Information or, for less sensitive information, where "Strong Password" data control is sufficient, describe how this requirement will be met.
- 17.3.10 Provide information and cooperation to Buyer in response to any subpoena. Investigation or the like seeking BUYER Information and provide information and assistance for Buyer to seek certification and the like relative to its information including information in the possession of Supplier. Supplier shall promptly notify Buyer upon the receipt of any request requiring that BUYER Information be supplied to a third party.
- 17.3.11 Comply, within a reasonable period of time, with BUYER Information security policies as amended from time to time.
- 17.4 Supplier shall not provide BUYER Information to any other entity without the prior written approval of Buyer, except to the extent expressly permitted

any Order in accordance with Section 18 without prejudice to any other rights or remedies and shall have no further obligation to Supplier.

- 17.6 The foregoing provisions do not otherwise diminish or limit Supplier's obligations regarding the receipt, use, protection and/or disclosure of Buyer Proprietary Information otherwise set forth hereunder.

18. TERMINATION

- 18.1.

19. ASSIGNMENT

19.1. Neither this Order nor any interest hereunder shall be assignable by either Party

any documents perfecting any rights granted to Buyer in this section, and interests in offset credits.

21. COMPLIANCE WITH LAWS

21.1. In addition to the specific requirements of Article 27, Export Control, Seller shall comply with all applicable national, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of the Order including (is) the manufacture or provisioning of Deliverables, (ii) the shipping of Goods and (iii) the configuration or content of Goods for the use intended by Buyer.

21.2. Seller shall at the earliest practicable time notify in writing Buyer if Seller is (is) suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government, or (ii) listed or is proposed to be listed by the U.S. Government in any "denial orders," as a "blocked terrorist" for U.S. export administration purposes (collectively, the Buyer to terminate the Order under the Termination for Default clause.

21.3. Toxic, Hazardous or Carcinogenic Substances

21.3.1 Seller represents and warrants that the Goods and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with, any laws or regulations of the United States and no current requirement in those laws or regulations prevents the sale or transport of the Goods or substances in Goods in those jurisdictions and that all such Goods and substances are appropriately labeled, if labeling is required, and have been pre-registered and/or registered and/or authorized under the EU REACH regulation [Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), establishing a European Chemicals Agency], if pre-registration, registration and/or authorization is required.

21.3.2

chemical substances (as is required under the article hereto entitled Seller shall timely respond to a request from

consumer), and in any case, Seller shall provide all information necessary for the Buyer and/or any downstream user to timely and accurately fulfill their obligations under REACH.

21.3.2

21.3.3 Seller shall bear all costs, charges and expenses related to pre-registration, registration, evaluation and authorization under the REACH Regulation of the chemical substances that are the subject of the Order.

21.4. **Permits and Licenses:** Except for permits and/or licenses required by statute or regulation to be obtained by Buyer, Seller agrees to obtain and maintain, at its own expense, all permits, licenses and other forms of documentation required by Seller in order to comply with all existing national, state, provincial or local laws, ordinances, and regulations, or of other governmental agency, which may be applicable to Seller's performance of work hereunder. Buyer reserves the right to review and approve all applications, permits, and licenses prior to the commencement of any work hereunder.

22. STANDARDS OF BUSINESS CONDUCT AND ETHICS/COVENANT AGAINST KICKBACKS/POLITICAL CONTRIBUTIONS

22.1. Seller shall adopt and comply with a policy statement or code of conduct regarding business ethics. Seller business and as a minimum will require compliance with all applicable laws and regulations. The Code shall assure a safe and healthy work environment, prohibit the use of child or forced labor, provide for the protection of the environment and minimization of waste, emissions, energy consumption and the use of materials of concern and prohibit engagement in corrupt practices (e.g. facilitating, offering or paying any bribe). This provision creates no additional duties for Buyer with respect to Seller and confers no rights on third-parties.

22.2. Supplier has not offered or given and shall not offer or give anything of value (in the form of entertainment, meals, travel, gifts, hospitality or otherwise) to Buyer, agents, or representatives for the purpose of obtaining this Agreement or Order or favorable treatment under this Agreement or Orders placed pursuant to this Agreement or any other unfair or improper advantage.

22.4. Supplier represents and warrants, that its employees, agents and representatives, have conducted and will conduct their business in compliance with all applicable laws, regulations and ordinances in the State of

24.2.

- control including, but not limited to, unforeseeable events such as acts of God, acts of Government, war, court order, riots, natural disasters, and labor strikes. Notwithstanding the foregoing, Buyer may, without any liability whatsoever, cancel any Order affected by Seller in performance. The Party incurring the delay shall give timely notice to the other of any such event and shall use all reasonable efforts to avoid or remove the cause and resume performance with minimum delay.
- 26.2. When Seller is: (i) a sole source of supply; or (ii) providing Deliverables whose lead-time exceeds one hundred twenty (120) days, shall develop and maintain a Disaster Recovery Plan. The Disaster Recovery Plan must include strategy and actions for recovery and continuation of Deliverables furnished under this Agreement, in the event of a disaster or emergency in order to prevent or limit interruption of supply of Deliverables. Seller shall furnish a copy of Disaster Recovery Plan to Buyer upon request.

27. DISPUTE RESOLUTION /

27.3. Any action or claim by Seller with respect hereto shall also be brought in the appropriate court in the jurisdiction described above, if Buyer so elects. Accordingly, Seller shall give written notice to Buyer of any such intended action or claim, including the intended venue thereof, and shall

controlled by the EAR, to include the ECCN of parts and components if such classification differs from the ECCN of the Goods or software or (c) any analogous classification under any other applicable law. If Supplier is in the business of manufacturing, exporting or brokering USML items, Supplier shall maintain registration with the Directorate of Defense Trade

continue to pay in the ordinary course for Seller matters not in dispute.

- 29.2. **Independent Contractor:** Seller shall perform the services required under this Agreement as an independent contractor and shall have exclusive control and direction of the persons engaged by Seller to perform such services, including, but not limited to, employees of Seller working at Buyer facilities. Seller assumes full responsibility for the acts and omissions of such persons. Seller shall have exclusive liability for the payment of and compliance with regulations pertaining to local, state, and federal or other governmental entity payroll taxes or contributions, and

and/or similar or related protection for such persons, as required by applicable law. Unless otherwise specifically granted in writing, Seller shall have no power to legally bind, or act on behalf of, Buyer and shall not hold itself out as an agent of Buyer.

- 29.3. **Survival:** All obliga 45.264 Tm[()] TÆ-5Ø05500E-or related ie-318(relat)-u Tf1 0 0 1 (h)-3(

- 29.8. **Captions:** The captions, headings, section numbers, and table of contents appearing in any Order have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of the Order or any provision hereof.
- 29.9. **Order of Precedence:** If there are any inconsistencies or conflicts in the provisions applicable to the Order, precedence shall be given in the following order: (i) the face sheets of the Order including the price, price adjustment terms, specifications, shipping, drawings, work statements and specific modifications to these Terms and Conditions that specifically reference the portion being modified; (ii) the terms of any agreement specifically referenced and incorporated into an Order; and (iii) these Terms and Conditions, including appendices and/or attachments hereto.
- 29.10. **Modification of Terms and Conditions:** Any modification of these Terms and Conditions shall require (i) a clear and conspicuous marking of the document to notify the reader of negotiated and agreed upon modifications, in substantially the following format: SA 908NP, [*insert current revision date*], as modified and agreed to by Buyer and Seller on [*insert final agreement date*]; and (ii) signatures of duly authorized representatives of Buyer and Seller on the final page of the Terms and Conditions. Buyer and Seller agree that any Terms and Conditions not bearing the requirements identified in (i) and (ii)

3.1.

4.2. Samples shall be made in accordance with the latest revision to of work, unless otherwise specified.

4.3. Even if a Sample has been tested and accepted at the source of supply, Buyer reserves the right to re-test all Samples at the time of delivery, and to reject all Samples which do not meet the Specifications.

4.4.

compliance with Specifications.

5. ACCIDENT PREVENTION

5.1. Seller shall exercise proper precautions and safety measures at all

6.2. Seller shall confi

- 8.1. Seller shall support, protect and sustain all sewer, water, gas or service pipes, electric light or power poles, telephone or telegraph poles, manholes, valve boxes, conduits and any and all utilities, structures, or fixtures laid within the Project Area (collectively
- 8.2. Seller shall notify the proper authorities of the Local Government and all Utility owners of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them and Buyer in the scheduling the Work.
- 8.3. As applicable, Seller shall arrange for the electrical service necessary for all temporary light and power required for the

and only if performed in compliance with all Federal, State and local regulation

and tools delivered to the site shall be and remain solely in the Seller or its Subcontractors, as the circumstances may dictate.

19. ENVIRONMENTAL PROCEDURES

reported immediately as a spill (by calling 1-911 on a Buyer telephone). Leaking or otherwise damaged Seller equipment shall immediately be taken out of service and shall not be put back into service until all repairs are made. Buyer reserves the right to

internal Buyer telephone. Failure to report a spill shall be grounds for access to the premises. Seller shall have spill clean-up materials readily available at all times, and shall be subject to a chargeback for any use of Buyer spill clean-up materials. Large spill clean-up materials shall be stored in a secure location, and shall be approved by the Environmental Health & Safety Department, and the Seller will be charged accordingly for the material and any third-party labor expenses incurred.

19.6 EXCAVATIONS AND SOIL REMOVAL

19.6.1 Planning for any Work requiring the removal of soil, concrete, asphalt and other materials must be thoroughly

approved by the Environmental Health & Safety Department.

19.6.2 Excavations in areas of known contamination may require Seller to have specialized training per 29 CFR 1910.120 and require the development and following of a health and safety plan specific to the Work.

19.6.3 Seller shall obey all state and federal storm water pollution control regulations as they pertain to construction sites. This shall include erosion control at all sites, and permits, if required at larger excavations.

19.6.4

approve the dewatering of all excavations. Under no circumstance is groundwater or run-on to be pumped out of

the excavation. This is necessary to ensure compliance with local, state and federal regulations. Special arrangements and/or permits may have to be made to dewater an excavation.

19.6.5 Excavated materials must be protected from loss or precipitation by means of heavy duty plastic sheeting, both under and on top of the excavated material while it awaits final disposition. Excavated materials must be tested for contaminants before the material leaves the Buyer property, either before the excavation is started or after the material is placed in the containers. The purpose of this testing is to ensure compliance with state and federal waste handling regulations. The decision on when to perform the tests depends on the project schedule and logistics.

19.7 BACKFILL MATERIALS

19.7.1 Seller is responsible for supplying clean, uncontaminated fill

Environmental Health & Safety Department documenting the source of the material. The backfill must be virgin material from a quarry or other location that has not been contaminated.

19.8 CLEANING OF EQUIPMENT

19.8.1 The rinsing of concrete and asphalt trucks and handling

project coordinator or other designated representative. The cleaning of this equipment shall be done in special areas designated by Buyer prior to the commencement of concrete and/or asphalt work. No other vehicle or machinery cleaning is permitted on Buyer property.

19.9 FINAL CONSIDERATIONS

19.9.1

lack of communication. If you are unsure of something

Environmental, Health & Safety Department.

20 EQUIPMENT DISPOSAL & DEMOLITION

20.1 APPLICABILITY

20.1.1 This procedure applies to the removal of all capital equipment, which includes, but is not limited to process tanks, underground tanks, paint booths, ductwork, motor vehicles, material handling equipment and machinery such as grinders or presses.

20.2 PRE-INSP 0 0T1 0 0 1 186.77 243.29 Tm Co()] es.

20.4 WORK SITE PREPARATION

20.4.1 If liquids are present, absorbent pads or socks must be used to absorb all liquids. No free standing liquids will be permitted in outdoor work areas. All absorbent materials will

21.1.1 This procedure applies to all on-site construction or construction-related activities, including facility and/or equipment installation, repair, and/or maintenance, whether performed by Seller or its Subcontractors.

21.1.2 Seller shall ensure that all onsite activities, equipment and facilities of Seller conform fully with standards contained and referenced herein. Seller shall not require any employee engaged in the performance of the Work to perform under

until the written safety program has been accepted by Buyer.

21.5 SAFETY PERSONNEL

21.5.1 If the Work does not require the services of a full-time safety engineer, Seller shall designate a competent and dependable supervisory employee, acceptable to Buyer, to

safety effort be considered inadequate, Buyer may require Seller to employ a full-time qualified safety engineer in lieu of a safety representative at

21.8.2 Seller shall instruct its employees and/or Subcontractors in the safe handling and/or use of poisons, acids, caustic or other harmful materials, and/or flammable liquids, gases, or similar materials, if such materials are to be used during the performance of the Work. Such personnel shall be informed

heavy construction equipment be given physical examinations in order to determine if they are physically qualified to perform their assigned work without endangering themselves or others. Operators observed to be physically or mentally incompetent or under the influence of drugs or alcohol shall not be allowed to operate the equipment. Gasoline/propane equipment must be inspected and approved by Buyer Fire Department prior to use.

21.10 EMERGENCY PLANS

21.10.1

Evacuation Procedure, which shall be provided to Seller upon request. and training program shall include content on the safe handling of possible emergency situations such as fires, cave-ins, explosions, power outages, windstorms, and similar occurrences. Reference the procedures recommended in NFPA 241 regarding safeguarding construction, alteration and demolition operations.

21.10.2 Seller shall designate and assign on-site responsibility for handling possible emergencies. Training shall be provided for supervisors and personnel designated to handle emergency situations.

21.10.3 The safety of Seller or Buyer employees, Subcontractors, the public, or any personal property shall not be jeopardized due to the urgency to resume operations or to restore service. Emergency situations shall not relieve the Seller or its Subcontractors from the responsibility to comply with the health and safety provisions required by law and this Appendix 1.

21.10.4 emergency telephone number (1-911) and

levels by qualified personnel using sound level meters in accordance with ANSI S1.4 and OSHA requirements.

21.11.2 Protection against the effects of noise exposure shall be provided when the sound levels exceed those levels established by OSHA.

21.11.3 Seller shall conduct periodic noise monitoring and/or measurement when (a) exposures are at or above 85 DBA; (b) Seller has received any complaint from any person of the loudness of the noise; or .

21.12 GASES, VAPORS, FUMES, DUSTS, MISTS, AND OXYGEN DEFICIENCY

21.12.1 Seller shall review all operations, materials, and equipment for the purpose of determining if toxic gases, fumes, vapors, dust, or mists may be released premises. If it is determined that such atmospheric contaminants may be released, the concentrations of the

21.12.5 Where Seller or Subcontractor personnel are exposed to airborne asbestos fibers, the requirements of 29 CFR Part 1910.1001 shall apply.

21.12.6 Seller or Subcontractor personnel shall not be permitted to enter or work in atmospheres containing less than 19.5 percent oxygen by volume, unless provided with and trained in the use of applicable respiratory protective devices.

21.13 NATIONAL ELECTRICAL CODE

21.13.1 All electrical facilities shall be installed in conformance with the latest edition of the National Electrical Code and maintained in code compliance.

21.14 ACIDS, CAUSTICS, AND HARMFUL CHEMICALS

21.14.1

- (a) A specific operation procedure complete with hazard analysis and permit system compliant with 29CFR 1910.146 that is acceptable to the Buyer Environmental Health & Safety

21.16.2 Personal protective equipment in use shall be inspected daily and maintained in serviceable condition. Items of personal issue shall be cleaned, sanitized as appropriate, and repaired prior to being reissued for use by other Seller or Subcontractor personnel.

21.16.3 Hard-hat areas shall include all areas where construction work of any nature, including maintenance or repair, is in progress. The entire Project Area, with the exception of offices and parking areas, shall be considered a HARD-HAT AREA. Signs at least 2x3 feet in size with the following lettering in prominent typeface shall be erected at all entrances to designated hard-hat areas:

21.16.3.1.1 - HARD

21.17 EYE AND FACE PROTECTION

21.17.1 Seller or Subcontractor personnel exposed to potential eye or face injury from physical, chemical, or radiation agents shall be furnished and required to wear eye and/or face protection specifically designed for exposure. Safety glasses are required at all times within Buyer production areas unless otherwise posted.

21.18 RESPIRATORY PROTECTION

21.18.1 Only respiratory devices jointly approved by MSHA / NIOSH shall be approved. Respiratory devices using compressed oxygen, liquid air, liquid oxygen, or mixed gases are prohibited unless approved prior to use by Environmental, Health & Safety Department. Air supply for air line respirators, hose masks or self-contained breathing apparatus shall meet at least the ANSI and OSHA requirements.

21.18.2 Areas immediately hazardous to life, due to toxic concentration of airborne contaminants or oxygen deficiency, shall be entered only by a team of two (2) or more persons wearing self-contained breathing apparatus.

21.19 PROTECTIVE CLOTHING

21.19.1 All Seller and/or Subcontractor personnel exposed to vehicular traffic, including surveyors, inspectors, spotters, signalman, flagmen and servicemen, shall wear high visibility

fluorescent apparel with a minimum reflective area of 400 square inches.

21.19.2

21.21.5 Gasoline and liquids with flash point below 140 degrees Fahrenheit shall not be used for cleaning and degreasing. All refueling must be done outside. All flammable liquids must be stored in a testing lab approved container under NFPA requirements.

21.21.6 All Seller and/or Subcontractor-provided buildings, shops and plant facilities in which Seller or Subcontractor personnel are required to work shall have at least two well-marked exits. The two exits shall be arranged to minimize the possibility of both exits being rendered inaccessible by one fire or emergency condition.

21.21.7 Distinctly marked fire extinguishers rated 2A40 B:C or greater shall be suitably placed to provide such extinguishers in serviceable conditions. Seller and/or Subcontractor personnel shall be appropriately trained in the use of such fire extinguishers.

21.21.8 A hot work permit is required prior to cutting/welding or open flame operations. The permit is required daily, and is obtained from Buyer Fire Department.

21.22 OUTDOOR MATERIAL HANDLING, STORAGE, AND DISPOSAL

21.22.1 Combustible materials shall be stacked securely, and stacks and piles shall not exceed ten (10) feet in height. No combustible material shall be stored within twenty (20) feet of a building or structure.

21.22.2 Driveways between and around combustible storage

21.25.1 Pipe, conduit bar stock, and other cylindrical materials, unless placed in racks, shall be stacked on a firm, level surface and shall be blocked to prevent spreading, rolling or falling.

21.25.2 Unloading from a carrier shall be done in such a manner that no erosion shall be exposed to the unsecured load.

21.26 ASPHALT AND TAR PRODUCTS

21.26.1 Asphalt or tar kettles, when in use, shall not be left unattended, and shall be placed on a firm, level base and protected against overturning. Kettles shall have an effective lid or hood. They shall be equipped with an operable temperature indicating and limiting device that ensures the asphalt or tar temperature remains 50 degrees Fahrenheit below the flashpoint. Kettles shall not be used underground, in conduits, in or on enclosed buildings, or structures. Prior to the ignition of the kettle each day, a hot permit must be obtained from the Buyer Aircraft Fire Department.

21.26.2 A fire extinguisher rated no less than 2A40 B:C shall be available at locations where heating devices or melting kettles are in use.

21.26.3 Gasoline or similar highly volatile liquids with extremely low flashpoints shall not be used as thinners.

21.26.4 Distributors, retorts, hoses and related equipment shall be kept reasonably free of accumulations of asphalt and tar.

21.27 ELECTRIC WIRING AND APPARATUS

21.27.1 Electrical installations, temporary or permanent, shall comply with the applicable provisions of the National Electrical Safety Code, National Electrical Code, and applicable state codes.

21.27.2 Electrical wire, conduit, apparatus, and equipment shall be approved or listed by the Underwriters Laboratories, Inc., or Factory Mutual Laboratories for the specific application.

21.27.3 Seller shall not permit Seller and/or Subcontractor personnel to work in such close proximity to an electric

horizontal dimension in either direction less than 45 inches,

this subject. Grinding tools shall not be used without the safety guards, protective flanges, and tool rests installed and maintained in proper adjustments. Spark-producing tools

Fire Department.

21.29.9 Abrasive wheels and scratch brush wheels shall not

pointed at any person, and all parts of the body shall be kept clear of the muzzle.

21.29.17 The Seller shall submit a list of all power - actuated tools and names of certified operators to Buyer prior to the use of the tools.

21.30 USE OF HOISTING EQUIPMENT

21.30.1

- 21.31.1 Piledriver hoist drums shall not be equipped with dogs that automatically disengage by relieving the load or by rotating the drum.
- 21.31.2 When Seller and/or Subcontractor personnel are required to work under the hammer, a blocking device capable of supporting the hammer shall be placed in the leads.
- 21.31.3 Adequate guylines, outriggers, thrustboards, counterbalances and/or rail clamps shall be used in stabilize piledrivers during operation.
- 21.31.4 When the piledriver is being moved, the hammer shall be lowered to the bottom of the lead.
- 21.31.5 Piling shall be hoisted by means of closed shackle or similar positive means of attachment of the loadline, and all personnel shall be kept in the clear. Taglines shall be used to control unguided piles
- 21.31.6 Extractors shall be used to pull piling that cannot be pulled without exceeding the safe load rating of the pulling rig. When pulling piling, the crane boom shall not be elevated over 60 degrees from the horizontal.

21.32 23.33 CYLINDER STORAGE

- 21.32.1 Cylinders containing the same gas shall be stored in segregated groups and not mixed with other gas cylinders. Empty gas cylinders shall be stored in the same manner. Safety caps must be attached to all gas cylinders when not in use.
- 21.32.2 Cylinders shall be stored in adequately ventilated spaces. Cylinders containing oxygen, acetylene, or fuel gases shall not be stored or taken into Confined Spaces.
- 21.32.3 Cylinders in storage shall be separated from fuel gas cylinders by at least 20 feet or by a fire-resistant partition of

21.32.5 Smoking or open flame shall not be permitted where cylinders are stored and the area shall be posted with
- N

21.32.6 Compressed gas cylinders shall be secured with chains or straps that are snug and above the midpoint of the cylinder in an upright position at all times, except when being hoisted or used in special services or arrangement approved in writing by the manufacturer or gas supplier. Storing or transporting cylinders horizontally is prohibited.

21.32.7 Cylinder valves shall be closed and safety caps

Buyer shall assign personnel from its Fire Department to monitor the operation. They shall be on duty during the operations and for a sufficient period of time following the completion of the Work to ensure that no possibility of fire exists. If the Fire Department chooses not to supervise the operation, the Seller shall provide a fire watch.

21.33.6 No welding, cutting or burning shall be done in areas containing flammable and/or combustible liquids, vapors or dusts.

21.33.7 Gasoline or propane powered welding units are not permitted approval.

21.33.8 Welders and helpers shall wear protective clothing and eye protection as specified in OSHA Standards. Further, other persons shall be protected from exposure to weld rays, flashes, sparks, molten metal and slag. Welding screens shall be installed in repair shops and other areas where welding is done regularly.

21.33.9 Ventilation and protection of personnel welding, cutting or heating in confined spaces shall conform to requirements contained in OSHA Standards and Confined Spaces requirements of this Appendix.

21.34 EXCAVATION OPERATIONS

21.34.1 Seller shall comply with all requirements contained in OSHA 1910 and 1926 standards.

21.34.2 Prior to excavation, the site shall be thoroughly inspected to determine conditions requiring special safety

The location of the underground installations such as sewer,

operations are conducted during hours of darkness, adequate lighting shall be provided at the excavation site, borrow pits, and waste areas. Barricades and flashing lights will be provided at all points of pedestrian and vehicle access to the site daily at end of shift. No open excavation
1 will be led