# SPECIAL PROVISIONS FOR HAZARDOUS WASTE SERVICES

# 1. DEFINITIONS. For purposes of these Special Provisions for Hazardous Waste Services, the following definitions apply:

# "Waste Material" or "Waste" means those types of materials identified by Buyer to Seller under a description of waste (the "Waste Description") provided to Seller in Buyer's "Request" (as defined herein). The Waste Description shall be set forth in the relevant Order(s) and shall include a description of the waste stream's chemical components and the percentage composition of each such component, or the relative mix thereof. The percentage composition may be stated in ranges to the extent that a more precise amount or range is not readily or reasonably available. It is understood and agreed that the Seller shall base its testing evaluation and service procedures on the Waste Description.

# "Non-Conforming" waste means any waste that materially differs from the description provided by Buyer. Seller shall notify Buyer that the Waste is nonconforming within five days of discovery of the non-conformity. In the event that Buyer fails to direct Seller with regard to proper disposal of the waste within two days, Seller shall return the waste to Buyer in a manner which complies with all Applicable Laws (as defined below in the Section titled “Performance of Services”). Buyer shall be responsible for all reasonable costs incurred by Seller related to: (i) storage of non-conforming waste while Seller is awaiting direction from Buyer and (ii) return of the non-conforming waste to Buyer.

# 2. REQUEST FOR SERVICES. Buyer shall notify Seller orally or in writing (each a "Request") when it requires Seller to perform Services under this Order. Buyer shall specify in each Request the nature of such Services, the approximate amount and type of Waste Material and the location and time at which Seller may pick up such Waste Material, if transportation is included in the Services to be provided, or at which time such Waste Material will be delivered to Seller's Designated Facility (as hereinafter defined); provided, however, that Buyer shall not make a Request to Seller less than 72 hours before the time the Waste Material is to be tendered except in emergency situations or as otherwise agreed to between Buyer and Seller.

# 3. TENDER AND PICKUP OF WASTE MATERIAL

# A. Buyer shall have available for pickup by Seller if transportation is included in the Services to be provided, or shall deliver to Seller's Designated Facility, Waste Material at those times and places, in those quantities, and in the manner specified in advance by Buyer. Unless otherwise agreed to between Buyer and Seller, Buyer shall, at the time and place of tender, deliver to Seller those completed documents, placards, labels, shipping papers or manifests in the form and number required for lawful transfer of the Waste Material to Seller under applicable Federal, State, and local laws, ordinances, rules, or regulations.

# B. Seller shall be available for the subject Services 24 hours per day, 52 weeks per year. Seller shall respond to each Request by picking up Waste Material at the time and place designated in the Request, if transportation is within the scope of Services to be provided, or, if transportation is not included, by accepting delivery of the Waste Material at the time and place designated in the Request.

# C. In the event Buyer has provided less than 72 hours advance notice due to an emergency, Seller shall exercise all reasonable efforts to accommodate Buyer's needs.

# 4. DESIGNATED FACILITIES AND METHODS OF DISPOSAL

# A. *Designated Facilities*. Seller shall transport Waste Material only to and/or store, dispose of, treat, re-use and/or recycle Waste Material only at the primary facility or alternate facility identified in writing by Buyer (the "Designated Facility"). If Seller, for any reason, wishes to transport and/or store, dispose of, treat, re-use and/or recycle Waste Material at a site other than a Designated Facility, Seller shall first inform Buyer in writing of such intention and shall proceed only with Buyer's prior written consent. Layovers at transfer stations and/or secondary transporters are not acceptable except in the event of an emergency or mechanical failure of the primary transporting vehicle or if such layovers have been approved in advance by Buyer in writing. Buyer must be notified immediately if a layover occurs due to emergency or mechanical failure or if Waste Materials are transported to or stored, treated, used, re-used, disposed and/or recycled at a facility other than a Designated Facility.

# B. *Designated Method of Disposal*. If storage, recycling, treatment or disposal is included within a Request, the Request, including any Manifest, shall designate a particular manner or location of storage, recycling, treatment or disposal. Unless otherwise agreed to in advance by Buyer in writing, Seller shall store, recycle, treat or dispose of the Waste Material only in the manner designated in Request, and no other.

# C. *Storage*. Unless otherwise agreed to in advance in writing by Buyer and Seller, or where land disposal is the designated method of disposal, Seller shall not store Waste Material received from Buyer for more than sixty (60) days at any location (or all locations collectively) prior to recycling, treating or disposing of such material in the designated manner.

# D. *Unauthorized Facility, Method Of Disposal or Storage*. If Seller transports to and/or stores, disposes of, treats, uses, re-uses and/or recycles Waste Material at an unauthorized facility or in an unauthorized manner, such action shall constitute a material breach of this Order and shall be grounds for termination of this Order by Buyer without Seller recourse. In the event Seller transports to and/or stores, disposes of, treats, uses, re-uses and/or recycles Waste Material at an unauthorized facility or in an unauthorized manner, Seller must immediately notify Buyer either verbally or in writing. Any verbal notice must be followed by written notice as soon as practicable. Buyer may require the Seller, at Seller's expense, to remove such material to a Buyer-approved or -selected facility and to conduct any necessary remedial or cleanup activities at the site where Seller transported, stored, disposed, treated, re-used or recycled such material. Seller agrees to indemnify Buyer for any costs, damages or liabilities associated with such unauthorized action, including, but not limited to, damage to real or personal property (including damages to natural resources), cleanup costs, remedial costs or removal costs associated with such material including the costs to remove the material from the unauthorized facility to a facility approved or selected by Buyer. Indemnification by Seller of Buyer shall include any liabilities under the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act or any other statutes, laws, permits, regulations, codes, or other federal, state or local requirements relating to the transportation, disposal, treatment, use, reuse, handling or recycling of such material and any fines or penalties which might be imposed upon Buyer as a result of such unauthorized activity.

# 5. PERFORMANCE - DELAY. Time is of the essence in the Seller's performance of this Order. If at any time it appears to Seller that it may not meet any of the performance schedules or the scheduled completion date of the Services to be performed for any reason, including labor disputes, Seller shall immediately by verbal means (to be confirmed in writing) notify Buyer of the reasons for and the estimated duration of such delay. If requested by Buyer, Seller shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time. Any additional cost caused by these requirements of Buyer shall be borne by Seller, unless the delay in performance arises out of causes beyond the control and without the fault or negligence of Seller or its subcontractors within the meaning of the Force Majeure clause of this Order. The foregoing requirements are in addition to any of Buyer's other rights and remedies as may be provided by law or this Order.

# 6. PERFORMANCE - RIGHT OF BUYER TO STOP SERVICES. Buyer shall have the right to stop the performance of the Seller's Services if Buyer believes that such Services are being conducted in a manner that is or may be hazardous to health, safety or the environment or in violation of any Applicable Law (as defined in the the Section below titled “Performance of Services”). If Buyer orders the work stopped, Buyer will specify the reason for the stoppage and Seller shall not be permitted to resume performance until it remedies the condition to Buyer's satisfaction. Seller shall not be entitled to any compensation as a result of such work stoppage. However, if Buyer orders the work stopped while Seller is in possession of Waste Material from the Buyer facility outside of the facility, Buyer will pay the reasonable costs of transporting the waste to a Designated Facility or other facility approved in advance by Buyer in writing.

# 7. PAYMENTS

# A. *Rate*. As full compensation for the performance of this Order, unless otherwise provided in the Order, Buyer shall pay Seller at the rates set forth in the Order for all Services actually performed hereunder by Seller's employees. Said rates cover all profit and all wages and salaries, overhead and other costs and expenses of Seller incident to this Order. Expenditure of overtime or other premium time, if any, will not be paid unless the performance of the overtime or other premium-pay services and the rates for same have the prior written approval or subsequent ratification of Buyer.

# B. *Sum Allotted*. It is estimated that the total cost to Buyer for the performance of this Order and all obligations hereunder will not exceed the sum allotted set forth in the Order, and Seller agrees to use its best efforts to perform the Services specified in the Order and all obligations under this Order within such sum allotted. If at any time Seller has reason to believe that the payments for Services which will accrue in the performance of this Order and all obligations hereunder in the next succeeding 30 days, when added to all other payments and costs previously accrued, will exceed seventy percent (70%) of the sum allotted then set forth in the Order, Seller shall immediately notify Buyer to that effect giving its revised estimate of the total cost to Buyer for the performance of this Order and all obligations hereunder. If at any time the Seller has reason to believe that the payments for Services which will accrue in the performance of this Order and all obligations hereunder will be substantially greater or less than the sum allotted then set forth in the Order, Seller shall immediately notify the Buyer to that effect, giving its revised estimate of the total cost to the Buyer for the performance of this Order and all obligations hereunder.

# C. *Limitation of Obligation*. Notwithstanding any other provisions of this Order, including but not limited to the provisions of the clauses of this Order entitled "Changes" and "Termination for Convenience," (i) Seller shall not be bound to continue performance, incur costs or obligations or take any other action in connection with this Order, including any changes thereto pursuant to the clause of this Order entitled "Changes," which would cause the total amount that Buyer would otherwise be obligated to pay Seller, in the event of completion, termination for convenience of Buyer pursuant to the clause of this Order entitled "Termination for Convenience," or otherwise, to exceed the sum allotted then set forth in this Order, and (ii) Buyer shall not be obligated to pay Seller for any costs or obligations or any other actions taken by Seller in connection with this Order unless and until Buyer shall have notified Seller in writing and to the extent the sum allotted set forth in the Order is increased. Any Services rendered by Seller for which Seller may be entitled prior to the increase, shall be allowable to the same extent as if such Services were rendered after such increase in the sum allotted.

# 8. SERVICES TO BE FURNISHED AND WARRANTY

# A. *Performance of Services and Warranty*. Seller shall perform the Services and deliver the Products, if any, called for by this Order in accordance with the requirements specified in this Order. Seller represents and warrants that all Services rendered or Products sold, furnished or utilized in the performance of this Order will conform to the requirements of this Order and to the highest standards of material and workmanship. Specifically, Seller represents and warrants to Buyer that:

# (i) Seller is engaged in the business of loading, handling, storing, treating, recycling, processing, testing, analyzing, disposing and/or transporting of Waste Material of the type contemplated by this Order and has developed the requisite expertise required to perform such services, which expertise Seller acknowledges Buyer is relying on;

# (ii) Seller understands and accepts the hazards and risks that are presented to people, property and the environment in the loading, handling, storage, treatment, processing, testing, analyzing, disposal and/or transportation of the Waste Material;

# (iii) Seller has obtained all necessary permits, licenses, certifications, training and governmental approvals for all vehicles, vessels, waste product containers, personnel, manifest system, storage facilities, recycling facilities or disposal facilities to be utilized by Seller in the performance of the Services; and

# (iv) Seller, its employees, agents, subcontractors and representatives shall not transport to or store, treat, reuse, use, recycle, or dispose of Waste Material at a facility or in a manner not authorized under a Request, except as approved in advance by Buyer in writing.

# B. *Acceptance of Services or Products*. Acceptance of any Services or Products by Buyer shall not be deemed to alter or affect the obligations of Seller or the rights of Buyer under Warranties herein or as may be provided by Law. Without affecting any other rights or remedies provided to Buyer by law or otherwise, Seller shall, if Buyer so requests, promptly correct at no cost to Buyer any failure to comply with the obligations of the foregoing warranty. If Seller fails to make the requested correction, Buyer, by Contract or otherwise, may make such correction and charge Seller for any cost incurred.

# C. *Buyer's Representations and Warranty*. Buyer represents and warrants to Seller that: (i) Buyer will have title, free of any claim or encumbrance by others, to any Waste Material at the time it is tendered to Seller; (ii) Buyer is not prohibited by applicable law from transferring title to such material to Seller, provided Seller has all required, permits, licenses and approvals; (iii) the description of and specifications pertaining to its Waste Materials in the documentation provided to Seller (the “Profile Sheet”) is and at all times will be true and correct in all material respects, and Waste Materials tendered to Seller will at all times, including, without limitation, at the time of recertification of the Waste Materials, conform to the description and specifications contained in the Profile Sheet; (iv) if Buyer receives information that the Waste Materials described in a Profile Sheet present, or may present, a hazard or risk to persons or the environment not reasonably disclosed in the Profile Sheet, Buyer will promptly report such information to Seller; and (v) if Seller requests that work areas be reasonably secured, Buyer and Seller will work together to secure such work areas and for preventing anyone other than Seller personnel from entering the designated work areas.

# 9. PERFORMANCE OF SERVICES

# A. *Qualifications of Personnel*. Each of Seller's employees performing Services under this Order shall be well qualified for the Services the employee is performing and the average efficiency of all employees in each class of labor performing Services under this Order shall not be less than the average efficiency of all of Seller's employees in each such class. Seller shall provide such verification of Seller's competency and capability to perform the Services as shall be requested by Buyer. No person objected to by Buyer for good cause shall be assigned by Seller to perform Services hereunder and, upon receipt of a written request from Buyer for the replacement of such person, Seller shall forthwith remove such person from the work and as soon thereafter as reasonably possible shall furnish a satisfactory replacement.

# B. *Access to Premises*. Buyer grants to Seller, its employees, agents, and/or subcontractors, during the term of the requested Services, reasonable access to Buyer's premises for the purpose of fulfilling its obligation under the Order(s). While on Buyer's property, Seller's agents, subcontractors and employees shall comply with Buyer's rules, policies and procedures regarding conduct, safety, and security. Copies of such rules, policies and procedures shall be provided to Seller upon request.

# C. *Manner of Performance*. Seller shall perform the Services diligently and with due care in authorized facilities using designated methods as described above in a lawful, safe, and workmanlike manner.

# D. *Compliance with Laws*. Seller shall comply with all applicable federal, state and local laws, ordinances, permits, licenses, orders, rules and regulations relating to the Services ("Applicable Law"). Seller shall obtain and maintain throughout the term of this Order all necessary permits, licenses or other governmental approvals (the "Permits") and insurance coverage and other financial assurances required for the Services. Upon request by Buyer, Seller shall deliver to Buyer copies of all Permits and any other documents required as a condition of a Permit or evidencing compliance with the requirements of the Permits. Seller shall also provide Buyer with a copy of Seller’s Department of Transportation Security Plan prepared in compliance with 49 CFR Part 172, Subpart I.

# E. *Noncompliance and Violations*. Seller shall promptly notify Buyer in writing if: (i) Seller or any of its agents, employees or subcontractors receives a notice of violation of any Applicable Law or Permit that relates to the Services or such party's ability to perform the Services; (ii) any Permit of Seller or any of its agents, employees or subcontractors is revoked, suspended, or lapses, or proceedings are commenced against such party that could lead to a revocation of such Permit; (iii) litigation is commenced against Seller or its agents, employees or subcontractors relating to the Services or that could affect the Services or such party's ability to perform the Services; (iv) Seller or any of its agents or subcontractors receives a notice pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act, or any other similar notice indicating a potential financial liability or cleanup obligation at any Designated Facility or other location at which Waste Material received from Buyer has been handled, stored, recycled, used, reused, treated or disposed of; or (v) the equipment or facilities of Seller, its agents, employees or subcontractors related to the Services are not in compliance with Applicable Law or the requirements of this Order.

# F. *Spills or Releases*.

# (i) Seller shall maintain good housekeeping conditions on Buyer's property at all times. If Seller, its agents or subcontractors causes any spills or releases on Buyer's property, Seller shall immediately notify Buyer of such spill or release and commence cleanup, of all such material spilled or released. The costs of such clean up shall be borne by the parties to the proportional extent of their responsibility for such spill or release.

# (ii) Seller shall comply with all notification and reporting requirements of Applicable Laws concerning spills or releases during transportation of Waste Materials. Seller shall provide immediate notification to Buyer, and any regulatory or police agency as directed by Buyer or required by Applicable Laws, of any and all spills or releases of Waste Materials occurring during transportation of such materials.

# (iii) Seller shall notify Buyer immediately or as soon as practicable of any spills or releases to the environment of any Waste Material received from Buyer which occurs at a Designated Facility or other facility (whether or not authorized), save for any spills and releases in amounts so small that no report thereof would be required to any federal, state, or local government authority under any Applicable Law or Permit.

# G. *Documentation*.

# (i) Unless otherwise agreed to by Buyer and Seller, Seller must provide a Certificate of Disposal, or other written confirmation of disposal approved by Buyer, for each container, within 30 days of the date of disposal. Certificates of Disposal, or other written confirmation of disposal, for each container must include the date of shipment for each shipment, the waste hauler's Hazardous Waste Manifest ("Manifest") number for each shipment, the Federal EPA ID number, name, and address for each Designated Facility or other facilities (whether authorized or unauthorized) to which a container was shipped, including the ultimate disposal facility, the date of the ultimate disposal, the method of the ultimate disposal using the System Type codes (M Codes) described in the EPA Hazardous Waste Report Instructions and Forms, and a statement certifying that the Waste Material was disposed of in accordance with all Applicable Laws and/or Permit conditions.

# (ii) Seller shall not accept a Manifest without the signature of an authorized representative of Buyer. Seller, its agents or subcontractors shall not remove Waste Material from Buyer's property until it has obtained a completed, signed Manifest for such Waste Material.

# (iii) If requested by Buyer, Seller shall list and provide copies of valid permits and current liability insurance for any Designated Facilities to be utilized for the Services. Further, Seller shall provide a list of any violations, citations, consent orders, or litigation concerning any Designated Facility utilized for the Services or the Seller shall submit a letter stating that none of the above conditions exist.

# 10. EXAMINATION OF ORDER DOCUMENTS AND SITE. Seller represents that it has carefully examined all of the documents associated with this Order and the sites where the Services will be performed. Seller fully understands the character, quality and quantity or Services to be performed and all other requirements of this Order as well as the conditions that will be encountered at the site or otherwise affect the cost or difficulty of performing the Services and has taken all such conditions into consideration before entering into this Order.

# 11. RECORDS AND AUDIT. Seller shall maintain adequate books and records relating to this Order showing all direct costs incurred such as labor, products, burden rates and subcontracts. Such records shall be made available to Buyer, at Buyer’s expense, for examination and audit at reasonable times at Seller's facility for up to one year after final payment hereunder. The purpose of such examination shall be (A) for Buyer to obtain complete information concerning the time worked, costs, expenses and allowances pertaining to this Order (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs (direct and indirect) of labor, material, equipment, supplies and services and other costs and expenses of whatever nature for which compensation or reimbursement is claimed under the provisions of this Order, (B) for use by Buyer in future price negotiations on this or other Orders, and (C) for adjustments and settlements under the Changes and Termination for Convenience clauses of this Order. All information so obtained shall be treated as proprietary.

# 12. INSPECTION. Buyer shall, at all reasonable times during the period of performance, have access to and the right to inspect and test transportation vehicles or vessels, containers or Designated Facilities provided or utilized by the Seller, its agents and subcontractors and to inspect the handling, loading, transportation, storage, recycling or disposal operations conducted by Seller, its agents or subcontractors in performance of the Services at Buyer’s sole expense. Seller shall notify its agents and subcontractors of Buyer's right to so inspect and, upon request of Buyer, shall assist Buyer in obtaining access from Seller’s agents and subcontractors for purposes of inspection. The foregoing requirements are in addition to any of Buyer's other rights as may be provided by this Order.

# 13. BONDS. If a bond is specifically required by the terms of the Order, then prior to commencing Services hereunder, or within such further time as Buyer may allow in writing, Seller shall deliver to Buyer a performance bond and a payment bond executed by a corporate surety acceptable to Buyer, in amounts not less than the Order price, on the bond forms either furnished by or acceptable to Buyer in accordance with the instructions on said forms. Failure to deliver acceptance bonds within the time allowed shall constitute a material breach of this Order and entitle Buyer to (A) cancel Seller's right to proceed with the Services, and (B) recover from Seller any damages resulting from such breach. If any surety on such bonds becomes unacceptable to Buyer or if the Order price is substantially increased after such bonds are delivered, Seller shall promptly deliver such acceptable additional bond security as Buyer may require.

# 14. INSURANCE REQUIREMENTS.

# A. Seller, its agents and subcontractors shall procure and thereafter maintain worker's compensation, employer's liability, comprehensive general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, all risk property (loss or damage to insured's property), and such other insurance as Buyer may require and to the extent and in at least the amounts as specified in Buyer form SSF F5139, Required Insurance Coverages and Minimum Limites, except as further modified below. The foregoing insurance policies shall include coverage for any and all losses, costs, and/or damages that Seller is or may become obligated to pay, pursuant to this Order or otherwise, and which result from Seller's, or its agent's, subcontractor's, or representative's, possession, storage, handling, transportation, use, reuse, recycling, release (whether or not intended, expected, or sudden), transfer, treatment, disposal, and/or cleanup of pollutants (which, as used in this Order, includes without limitation, any and all materials or chemical substances deemed by any federal, state, or local governmental agency as representing an actual or potential risk of harm to persons, property or the environment).

# B. Seller shall purchase and maintain pollution liability insurance with coverage, as further specified below, for losses arising from or in any way related to pollution conditions, both sudden and non-sudden (gradual), which arise from or in connection with the Seller’s performance of this Order. Seller’s insurance shall include:

# (i) Seller’s Pollution Liability coverage. If Seller’s services will include any professional services, Seller’s Pollution Liability insurance shall include professional coverage; provided, however, if Seller’s professional liability coverage is maintained under a separate policy, such professional liability policy shall not contain any exclusion or other limitation related to pollution liability or pollution conditions and shall be endorsed so as to satisfy the minimum scope of coverage related to Seller’s hazardous waste management services as set forth in this Section.

# (ii) Pollution Transportation Liability coverage. If Seller does not maintain a separate policy evidencing pollution liability coverage in relation to Seller’s transportation services, then Seller’s automobile liability insurance policy must be endorsed so as to satisfy the minimum scope of coverage related to Seller’s transportation services as set forth in this Section.

# C. Notwithstanding any other requirement of this Order, the following minimum liability limits shall be maintained by Seller:

# (i) Seller’s Pollution Liability Policy \* - $10,000,000 per occurrence and $10,000,000 annual aggregate. If Seller is required to maintain professional liability coverage and such coverage is provided under a separate policy, the minimum liability limits shall be $10,000,000 per loss and $10,000,000 in the aggregate.

# (ii) Pollution Transportation Liability \* (or, in the alternative, Seller’s modified auto policy) - $10,000,000 per loss and $10,000,000 in the aggregate.

# \*Alternatively, one policy with all required coverages and one combined limit of $25,000,000 per occurrence and in the aggregate.

# (iii) Comprehensive General Liability - $5,000,000.

# D. Except for coverage for professional services, the Policy or Policies shall be written on an occurrence form and remain in effect until final completion or termination of this Order; provided, however, if any of the coverage is written on a claims-made basis, continuous coverage shall be maintained for a minimum of one year beyond final completion or termination of this Order. In lieu of maintaining continuous claims-made coverage for the aforementioned one year, Seller may satisfy this requirement by purchasing an extended reporting period equal to one year. In addition, Seller shall, on an annual basis, provide Buyer with evidence that any coverage required by this Section written on a claims-made basis has been renewed, or in the alternative, that the requisite extended reporting period has been purchased.

E. In furtherance of the general scope of coverage as set forth in paragraphs (A) and (B) of this Section, the Policy or Policies shall, at a minimum, include or be endorsed to include coverage for bodily injury, property damage, natural resource damage, environmental cleanup costs, contingent transportation, and legal defense costs arising from or in relation to:

(i) Pollution conditions that arise from or in connection with the Seller’s performance of this Order, including, as applicable, any professional services performed by or on behalf of Seller;

(ii) Pollution conditions on, at, under or emanating from any\* disposal site, location or facility, used by or on behalf of Seller for the disposal of any waste or waste materials in connection with this Order. (\*Excluding non-Seller owned facilities that have been specifically approved by Buyer.)

(iii) Pollution conditions that arise from or in connection with the transportation of waste or waste materials pursuant to this Order, including transportation of such waste or waste materials from Buyer’s facility to the final disposal location and transportation to or from any temporary storage, transshipment or transfer site. Such transportation coverage shall include loading/ unloading.

# F. Additional Requirements:

# (i) Under Seller’s Pollution Policy, the definition of (a) “Covered Operations,” and as applicable (b) “Professional Services,” or any other such designation of services or operations performed by Seller, must specifically include all work or services performed under or in connection with this Order.

# (ii) The Policy or Policies shall be primary coverage with respect to Buyer. Seller hereby agrees that any insurance maintained by Buyer shall be excess of and non-contributing with respect to Seller’s insurance.

# (iii) The Policy or Policies shall be placed with an insurance company with a current A.M. Best’s Rating of A- and Class VII or better and such insurance company shall be authorized to do business in the state(s) in which Seller’s services are provided.

# (iv) The Policy or Policies shall contain a Severability of Interest/ Separation of Insureds clause.

# (v) Except for (as applicable) the professional coverage, the Policy or Policies shall name Buyer as an additional insured.

# (vi) The Policy or Policies shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in limits or the scope of coverage, as required under this Section, be materially changed except after 60 days prior written notice has been received by Buyer. The Policy or Policies shall not contain any of the following exclusions or limitations:

# (a) Contractual liability or any other similar exclusion which would serve to exclude coverage for liability assumed by Seller in connection with this Order; or

 (b) Lead, asbestos.

# G. Seller agrees to and acknowledges the following:

# (i) Each subcontractor hired by Seller to perform any services or operations in any way related to this Order shall be included as insureds under Seller’s Pollution Liability Policy or, in the alternative, the Seller shall require the subcontractor to maintain insurance of the same character, in the same amounts and that satisfies all of the requirements set forth in this Section.

# (ii) Seller is solely responsible for any deductible or self-insured retention contained within the Policy or Policies.

# (iii) Seller shall not commence work in connection with this Order until the insurance described this Section has been obtained, and Seller has provided Buyer with a Certificate of Insurance evidencing same.

# (iv) Seller’s purchase and maintenance of the insurance described in this Section shall not release Seller from its respective obligations or liabilities in connection with this Order. Furthermore, Seller is responsible for any losses, claims and costs of any kind, which exceed the limits of liability or which may be outside the coverage scope of the Policy or Policies required in this Section.

# 15. PROTECTION OF PERSONS AND PROPERTY. Seller shall exercise proper precautions at all times for the protection of persons and property and shall comply with Buyer's safety and security requirements.

# 16. COMPOSITION OF CONTRACTOR. If Seller is comprised of more than one legal entity, each such entity shall be jointly and severally liable to Buyer under this Order.

# 17. SUBCONTRACTING. Seller shall not enter into a subcontract for Services to be performed under this Order without the prior written consent of Buyer's Purchasing Representative provided that Buyer's approval of any subcontract or any provisions thereof shall not in any way be construed as a ratification thereof or to relieve the Seller of any responsibility for performing this Order. No purchase order or subcontract placed by Seller under this Order shall provide for payment on a cost-plus-a-percentage-of-cost basis.