

PURCHASE ORDER ATTACHMENT SA-006
STANDARD TERMS AND CONDITIONS - HANDLING, TRANSPORTATION AND
DISPOSAL OF HAZARDOUS WASTE

1.0 DEFINITIONS

- 1.1 Waste or Waste Products: Refers to the type of waste product(s) to be supplied by the Buyer to the Seller during the performance of this agreement. Such waste products are limited to those set forth in Buyer's Scope of Work. Waste, for the purpose of this agreement, will be generally characterized as either solid, liquid, semisolid, filtered or contained gaseous materials, and their respective Buyer provided containers which have physical, chemical, biological or radioactive constituents, characteristics and/or properties considered hazardous.
- 1.2 Unit: Refers to single whole container (i.e., barrel, drum, box or tanker load) of waste product(s).
- 1.3 Service(s): Refers to the loading, handling, transportation, storage, treatment, processing, analysis, reclamation, manifesting and disposal of waste product(s) set forth in the purchase order ("Purchase Order") to which these Standard Terms and Conditions Regarding Hazardous Waste Disposal are attached.
- 1.4 Buyer: Refers to Raytheon Company, its groups, divisions, officers, employees, agents, designees, subsidiaries, affiliates or joint ventures which may also be hereafter referred to as Purchaser or Buyer.
- 1.5 Seller: Refers to the company providing services under this agreement, which may also be referred to as Vendor or Seller.

2.0 TITLE

Title, risk of loss, and all other incidents of ownership of waste shall transfer from the Buyer and vest in the Seller upon receipt and acceptance of waste by the Seller for transportation from Buyer's facility to Seller's facility or other Buyer approved facility.

3.0 ACCEPTANCE

It is mutually understood and agreed that acceptance of waste shall occur at the time of pick-up. Upon completion of Seller's portion of Buyer's manifest, acceptance shall be deemed to have occurred and title shall transfer in accordance with Section 2.0 "Title".

4.0 REJECTION

In the event Buyer effects a breach of warranty as set forth in Section 8.0 "Buyer Warranties", the Seller shall have the right to reject any unit(s) of non-conforming waste product(s) within 8 hours of the discovery of such breach and title, risk of loss and all other incidents of ownership to said Waste shall transfer from the Seller and be revested in the Buyer at such time as such waste is, at the Buyer's direction in cooperation with the Seller, either: 1) returned to the Buyer; or, 2) taken to another lawful place of disposition; provided, however, that such right of rejection of waste shall terminate upon the first to occur of: (a) the commingling of the waste or (b) the lapse of 96 hours from time of pick-up by the Seller.

5.0 SELLER REGULATIONS

The text of this document shall not be changed except by written agreement between Buyer and Seller.

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Upon acceptance of waste from Buyer, Seller shall load, handle, transport, store, treat, process, analyze, reclaim, manifest and dispose of waste in full compliance with all valid and applicable laws, statutes, ordinances, codes, orders, rules, and regulations; including without limitation, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, and the Federal Resource Conservation and Recovery Act of 1976; as prescribed by federal, state and local governments under whose jurisdiction such services are performed; including without limitations the United States Department of Transportation, the United States Environmental Protection Agency, the Occupational Safety and Health Administration and the Department of Health Services; and any state laws of a similar nature prescribed by a similar agency which apply in addition to, or in lieu of, any minimum federal requirements.

6.0 BUYER REGULATIONS

Prior to Seller's acceptance of waste, Buyer shall contain, mark, label and manifest waste in full compliance with all valid and applicable laws, statutes, ordinances, codes, orders, rules and regulations; including without limitation, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, and the Federal Resource Conservation and Recovery Act of 1976; as prescribed by federal, state and local governments under whose jurisdiction such waste is initially generated; including without limitation, the United States Department of Transportation, the United States Environmental Protection Agency, the Occupational Safety and Health Administration and the Department of Health Services, and any state laws of a similar nature prescribed by a similar agency which apply in addition to, or in lieu of, any minimum federal requirements.

7.0 SELLER WARRANTIES

- 7.1 Seller represents and warrants to Buyer that Seller is engaged in the business of loading, handling, transporting, storing, treating, processing, analyzing, manifesting and disposing of waste and has developed the requisite expertise required to perform such services; and further, it is understood that the Buyer is relying on the Seller's expertise.
- 7.2 Seller represents and warrants to Buyer that Seller understands and accepts the currently known hazards and risks which are presented to human beings, property and the environment in the loading, handling, transportation, storage, treatment, processing, analyzing and disposal of the waste.
- 7.3 Seller represents and warrants to Buyer that Seller will load, handle, transport, store, treat, process, analyze, reclaim and dispose of residual waste products in a safe workmanlike manner and shall perform such services in full compliance with Section 5.0 "Seller Regulations".
- 7.4 Seller represents and warrants to Buyer that Seller has obtained all necessary permits, licenses, certificates or approvals for its vehicles or vessels, waste product containers and personnel to be utilized by Seller during the performance of this agreement as required under Section 5.0 "Seller Regulations".
- 7.5 Seller represents and warrants to Buyer that Seller has been issued all necessary permits, licenses, certificates or approvals for its manifest system, storage facility, processing facility and disposal method to be utilized by Seller during the performance of this agreement as required under Section 5.0 "Seller Regulations".
- 7.6 It is specifically understood that Seller cannot and does not warrant that any permit, license, certificate or approval referred to in paragraph 7.4 and 7.5 above, will not become the subject of any *The text of this document shall not be changed except by written agreement between Buyer and Seller.*

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judicial or administrative action seeking revocation or suspension. However, in the event any such action is sought, the Seller shall provide the Buyer immediate written notification of such action. Seller shall also provide the Buyer thirty (30) days advance written notification if the Seller elects not to renew, at its sole discretion, any permit, license, certificate or approval referred to in paragraph 7.4 and 7.5 above, which may or will expire during the performance of this agreement.

8.0 BUYER WARRANTIES

- 8.1 Buyer makes no warranty, expressed or implied in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning waste except for the following:
- 8.1.1 Buyer represents and warrants to Seller, that Buyer has title, free of any claim or encumbrance by others to any such materials, and the Buyer is under no legal restraint, which would prohibit transfer of title of any such material by the Buyer to Seller.
 - 8.1.2 Buyer represents and warrants to Seller, that such material shall be contained, marked, labeled and manifested in full compliance with Section 6.0 "Buyer Regulations".
- 8.2 It is specifically understood that Buyer cannot and does not warrant that material will be free of contaminants (or any specific contaminant).

9.0 INDEMNIFICATION

- 9.1 Seller shall defend, indemnify and save harmless Buyer, any affiliate of Buyer, and the present and future officers, directors, Buyer employees and agents of any such entities (such entities and individuals are collectively and individually referred to as "Indemnitees") from and against any and all liabilities, penalties, fines, losses, damages, forfeitures, demands, suits, causes or action, claims and costs and expenses related thereto (including, without limitation, costs of environmental investigation, response and remediation, defense, settlement, and reasonable attorney's fees) which any or all of the Indemnitees may suffer, incur, be responsible for or pay out as a result of:
- (a) bodily injury or death to any person (including, without limitation, employees, agents, vendors or subSellers of Seller or any Indemnitee);
 - (b) loss of, damage to or loss of the use of any property (public or private, including, without limitation, the property of any Indemnitee);
 - (c) contamination of or adverse effects on the environment;
 - (d) violations or alleged violations of any applicable law or regulation;
 - (e) any attachments, liens or claims of materialmen or laborers; or
 - (f) patent infringements;

directly or indirectly caused by or arising out of (i) a breach of any warranty, representation or agreement by Seller or (ii) any act or failure to act by Seller or its agents, employees or subSellers in the performance of this agreement or the services or (iii) any direct or indirect exposure of an employee, agent, subSeller or vendor of Seller (or an employee or agent of such subSeller or vendor) to toxic or

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otherwise hazardous substances or condition in the performance of this agreement or the services, whether or not an Indemnitee was or is claimed to be concurrently or contributionally negligent, and regardless of whether liability without fault is imposed, or sought to be imposed, on one or more of the Indemnitees. In the event an Indemnitee is determined to have been contributorily negligent for the loss by a court of competent jurisdiction, where under applicable law damages or other losses or injunctive relief are apportioned among defendants on a contributory negligence basis, Seller's indemnification obligations pursuant to this section shall not cover the percentage of the total loss, including defense costs, which is assigned by the court to the Indemnitee.

- 9.2 Section 9.1 shall not apply to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on, or validly retroactive to, the effective date of this agreement, and shall not apply where such liability, penalty, fine, loss, damage, forfeiture, demand, suit, cause of action or claim is the result of the sole negligence or willful misconduct of the Indemnitee.

10.0 INSURANCE

- 10.1 Without in any way limiting Seller's obligations in this agreement, Seller shall maintain the following insurance and all other insurance that may be required under the laws, ordinances and regulations of any governmental authority:

- (a) Workers' Compensation as prescribed by applicable law. In addition, Employer's Liability Insurance with limits of liability not less than the following:

Bodily Injury By Accident	\$1,000,000.00 Each Accident
Bodily Injury By Disease	\$1,000,000.00 Policy Limit
Bodily Injury By Disease	\$1,000,000.00 Each Employee

Seller waives any rights of subrogation, which Seller may have against Buyer under applicable Workers' Compensation statutes.

- (b) Comprehensive General Liability (bodily injury and property damage) insurance including the following supplementary coverages:
- (i) Personal injury liability with the "Employee" and "Contractual" exclusions deleted.
 - (ii) Product and completed operations liability insurance.
 - (iii) Broad and property damage liability insurance.
 - (iv) Explosion, collapse and underground hazard exclusions deleted.
 - (v) Contractual liability to cover liability assumed under this agreement, excepting therefrom emotional distress pursuant to subsection 9. 1(a), and subsections 9.1(c), (d), (e) and (f).

The limit of the liability for such insurance shall not be less than \$5,000,000.00 combined single limit per occurrence.

- (c) Automobile bodily injury and property damage liability insurance. Such insurance shall extend to owned, non-owned and hired motor vehicles used in the performance of this agreement, and shall be amended to comply with the Motor Carrier Act of 1980, and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (bureau) and the Interstate Commerce Commission (ICC) if transportation is to be provided by Seller. The limit of liability for such insurance shall not be less than \$5,000,000.00 combined single limit per occurrence.

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- (d) Environmental Impairment Liability Insurance covering non-sudden and sudden pollution incidents. The limit of liability for such insurance shall not be less than \$10,000,000.00 per occurrence and in the aggregate each year for sudden and non-sudden pollution. Seller shall give prompt written notice to Buyer of any claims made against such insurance in excess of \$1,000,000.00 or which in the aggregate exceeds \$5,000,000.00 during any one year policy period utilized by any such carriers for determining such limits of liability coverage.
- 10.2 Before commencing the work hereunder, Seller shall deposit with Buyer, at the address indicated in the purchase order, certificates of insurance showing Buyer as an additional insured, and shall provide a copy of the additional insured endorsement required below which shall be satisfactory to Buyer.
- 10.3 The above insurance shall include a requirement that the insurer provide Buyer with not less than 30 days written notice prior to the effective date of any cancellation, change or expiration of the insurance. The insurance specified in paragraph 10.1(b), (c), (d), above, shall:
 - (a) Have the Indemnitees named as additional insureds in matters covered by this agreement.
 - (b) Provide that said insurance is primary coverage with respect to all insured.
 - (c) Contain a severability of interest and provisions which provide that the insurance protects each insured as though a separate policy had been issued to each and that inclusion of more than one as insured under the policy shall not affect the right of any such insured as respects any claim made against any other insured.
- 10.4 Seller's obligations to maintain the above insurance coverage policy endorsements required herein shall survive the termination and/or expiration of this agreement and Seller shall maintain such insurance for a period of ten (10) years beyond such termination by either party and/or expiration of this agreement.

11.0 TERMINATION

- 11.1 The Buyer shall have the right to terminate this agreement with or without cause by giving Seller written notice; provided, however, that all rights of the parties hereunder arising prior to the time of such termination shall survive such termination in accordance with 11.2 below.
- 11.2 Upon receipt of notice of termination, Seller shall terminate all work and title, risk of loss and all other incidents of ownership to waste products which have not fully vested in the Seller in accordance with the provisions of Section 2.0 "Title", shall transfer from the Seller and be revested in the Buyer at such time as such waste products are, at the Buyer's direction in cooperation with the Seller, either: 1) returned to the Buyer; or 2) taken to another lawful place of disposition; provided, however, that such waste products have not been commingled with any other materials.

12.0 FORCE MAJEURE

- 12.1 The performance of this agreement, except for payment, may be suspended by either party in the event such party is prevented from performing services or completing any specific work assignment for any cause beyond its reasonable control. Such cause shall include but not be limited to, acts of god, acts of war, riot, fire, explosion, accident, flood, sabotage or government laws, regulations, requirements, orders or actions.

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12.2 In the event of a performance suspending cause and the subsequent knowledge thereof, the asserting party must notify the other party in writing within three (3) days of the cause of suspension, the work assignment suspended and the anticipated duration of suspension. The sole remedy for such suspension shall be a day-for-day slip in the agreed upon performance schedule otherwise required to complete the affected work assignment, unless the Seller provides the Buyer notification that the suspension is indefinite or Buyer determines that a prolonged suspension would substantially impair the value of this agreement; in which case, the Buyer may terminate this agreement in accordance with the provisions of Section 11.0 "Termination".

13.0 PAYMENT

13.1 Pricing for Services rendered by Seller shall be as set forth in the purchase order, and in all events shall not exceed the prices available to other favored Buyers of Seller.

13.2 Buyer shall pay the Seller the total amount due within thirty (30) days after Buyer's receipt of invoice. Payments shall be submitted in accordance with the purchase order providing services have been performed as required by said Purchase Order.

14.0 PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

14.1 In the course of performing services under this agreement, Buyer may disclose to Seller, or Seller may otherwise acquire business or technical information which Buyer either marks as confidential or proprietary or requests orally or in writing that Seller treat as confidential or proprietary ("Information"). Seller shall receive and maintain in confidence all such information and shall exercise all reasonable efforts to avoid the disclosure of such information to others. Seller shall not use information for any purpose other than performance of services for Buyer.

14.2 Information and all other work product developed by Seller under this agreement shall be Buyer's property and may be used or transferred by Buyer in any manner it finds appropriate. Any and all such work product shall be turned over to Buyer upon request or upon completion or termination of the services. All inventions, discoveries, and improvements, patentable and unpatentable, that are made or conceived by Seller's personnel arising out of Service performed under this agreement and all patent rights therein, both domestic and foreign, shall belong to, and shall be assigned by such personnel to Buyer or its designee. Seller and/or Seller's personnel shall promptly and fully disclose all such inventions, discoveries and improvements to Buyer and shall cooperate with Buyer or its nominee as may be reasonably required in order to obtain patent protection therefore, including the execution and delivery of assignments of inventions and patent rights therein, and execution and delivery of any property affidavits, declarations, patent applications and the like. The general preparation and prosecution of patent applications shall be handled by Buyer or its nominee, at Buyer's own expense. During such preparation and prosecution, Seller's personnel shall be consulted only on technical features that may arise.

14.3 The provisions of this section shall not apply to any portion of information: (a) which was developed by the Seller and in Seller's possession (as evidenced by written records) prior to Seller's first receipt therefore directly or indirectly from Buyer (b) which is or hereafter becomes, through no act or failure to act on Seller's part, generally available on a non-confidential basis to the aerospace industry; (c) which was heretofore or hereafter furnished to Seller by others as a matter of right without restriction on disclosure; or (d) which is required by law to be publicly disclosed by Seller but then only after Buyer has been notified in writing, and such disclosure shall be made under circumstances to assure its confidentiality. The occurrence of any of the above shall not be construed as granting any rights, express or implied, under any patents or otherwise.

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14.4 Seller warrants that each of its employees and subSellers who participate in the performance of services or who have access to information are and shall be obligated in a manner consistent with this section. Buyer and Seller agree that on any specific work assignment Seller may request additional protections with regard to Seller-owned patents, licenses, technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, computer programs and/or proprietary know-how.

15.0 WORK ON BUYER'S PROPERTY

15.1 Buyer agrees to provide Seller, its employees and subSellers a safe working environment for any work in performance of this agreement which must be undertaken on premises owned or controlled by the Buyer.

15.2 While its employees or subSellers are on Buyer's premises, Seller will maintain strict work discipline and effect its work in compliance with governmental laws and regulations pertaining to occupational safety and health.

15.3 Seller, its employees, and subSellers shall also comply with the Buyer's safety and security procedures while on the Buyer's premises.

16.0 WORK ON SELLER'S PROPERTY

16.1 Seller agrees to provide Buyer, its employees or designees a safe environment for any inspections required in the performance of this agreement which must be undertaken on premises owned or controlled by the Seller.

16.2 Buyer, its employees, and designees shall comply with the Seller's safety and security procedures while observing work in process on Seller's premises.

17. RELATIONSHIP

17.1 Seller shall, at all times during the performance of this agreement and in connection with any services rendered by Seller to Buyer, be considered an independent Seller. No relationship of employer-employee is created by this agreement or by Seller's rendering services.

17.2 Seller hereby acknowledges that Buyer is not obligated to provide Worker's Compensation Insurance covering the Seller or Seller's personnel or any other employee insurance or benefit(s) of Buyer. Seller is notified that Buyer considers the Federal Insurance Contributions Act and the withholding provisions of the federal or state revenue codes as not being applicable to any payments by Buyer to Seller pursuant to this agreement.

17.3 Seller hereby agrees to indemnify Buyer for any taxes, payments or penalties assessed on Buyer, and expenses incurred in connection therewith, by state or federal taxing authority for any failure to properly withhold and remit necessary payroll taxes to such authorities with respect to self-employment of Seller or the employment of others.

18.0 INSPECTIONS

The Buyer shall have the right to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental, entity or agency to Seller or its subSellers which are applicable to the performance of this agreement. Buyer shall also have the right to inspect and test, at its own expense, transportation vehicles or vessels, containers, or disposal facilities provided by Seller; and to inspect the

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handling, loading, transportation, storage, reclamation, or disposal methods or operations utilized by Seller in the performance of this agreement. Such inspections shall not operate to relieve Seller of its responsibility or liability under this agreement.

19.0 ASSIGNMENT

Neither this agreement nor any interest herein nor money due hereunder may be assigned or delegated by Seller voluntarily or by operation of law, except with the prior written consent of Buyer, and any attempt to do so without such written consent shall be null and void. No consent shall be deemed to relieve Seller of its obligations to comply fully with the requirements hereof.

20.0 RETENTION OF RECORDS

- 20.1 Seller and its subSellers, if any, shall maintain true and correct records in connection with services performed hereunder and all transactions related thereto for a period of four (4) years from the date of each completed work assignment, or such longer period as may be required by applicable law.
- 20.2 Such records shall include, without limitation, copies of this agreement, individual work assignments, manifest documentation, transportation documentation, rejection documentation, all licenses, permits, approvals, certifications, weight bills, treatment and disposal documentation, expenses, service charges, laboratory reports, witness reports, published pricing documentation, notifications, evidence of insurance, endorsements, claims, actions and accounting documentation.

21.0 AUDIT

With respect to all cost and expenses incurred or reimbursed under the provisions of this agreement or any specific work assignment, the Buyer shall have the right to inspect and audit the records of the Seller and/or its subSellers, for the purpose of verifying that all such costs, expenses or reimbursements were correctly applied. In the event such audit discloses mis-pricing of materials or services, errors in the use of rates or fees, or improper application of base pricing used to determine the value of each pick-up as set forth in this agreement which results in an overpayment by the Buyer, the amount thereof shall be promptly returned to Buyer upon demand.

22.0 NOTICES

Notices under this agreement shall be in writing and may be given by personal service or by certified or registered U.S. mail with postage prepaid addressed as set forth in the purchase order.

23.0 REQUESTS FOR SERVICE

Requests for services shall be given to the Seller by telephone, as required, by Buyer's authorized technical representative. Seller shall in cooperation with Buyer, arrange an acceptable pick-up date. Seller shall make all pick-ups, at all locations on the date specifically agreed upon with Buyer. Requests for services may also be referred to as work assignments.

24.0 ANTI-KICKBACK

Seller warrants that the Seller, its officers, partners, agents, and employees are fully aware of the prohibitions contained in Title 41 United States Codes, sections 51-58 as amended, commonly known as the Anti-Kickback Enforcement Act of 1986, and will not violate the provisions thereof in any of its

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dealings with Buyers; further, the Seller shall hold Buyer harmless from any liability resulting from any failure to comply with such provisions.

25.0 DISPUTES

This agreement shall be construed and all disputes hereunder shall be settled in accordance with the laws of the state from which Buyer's order is issued together with such federal laws, rules, regulations and requirements as may be applicable by reason that Buyer is a United States defense Seller. Pending final resolution of a dispute hereunder, the Seller shall proceed diligently with the performance of services in accordance with Buyer's direction.

26.0 AMENDMENTS

No oral authorization, modification, amendment, or waiver of any of the terms and conditions of this agreement shall be binding or effective for any purpose whatsoever unless and until the same is reduced to writing and executed by both Buyer and Seller.

27.0 PUBLICITY

Seller shall not advertise or publish the fact that Buyer has contracted for services, nor shall any information pertaining to this agreement be disclosed without Buyer's prior written permission

28.0 SURVIVABILITY

The obligations of Seller set forth in Sections, 7.0, 9.0, 14.0, 17.0, 20.0, 21.0 and 24.0 shall survive the expiration or termination of this agreement.

29.0 GENERAL

This agreement and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of this agreement between Buyer and Seller and supersede all prior representations, understandings, and communications relating hereto. The invalidity in whole or in part of any provision of this agreement shall not affect the validity of other provisions. Buyer's failure to insist, in any one or more instances, upon the performance of any term of this agreement shall not be construed as a waiver or relinquishment of Buyer's right to such performance or to future performance of such a term or terms, and Seller's obligation in respect thereto shall continue in full force and effect. Time shall be of the essence hereunder.

30.0 PRECEDENCE

In the event of a conflict, if any, the terms and conditions of this agreement shall prevail in the following descending order of precedence: (1) the typed provisions set forth in this agreement; (2) these Standard Terms and Conditions Regarding Hazardous Waste Disposal; (3) Buyer's Scope of Work; (4) the preprinted portion of this order; (5) requests for services or individual work assignments; and (6) any other specifications or provisions attached and incorporated by reference. Pre-printed forms supplied by Seller or Seller qualifications on acceptance of the purchase order shall be of no force or effect if inconsistent with said purchase order and its attachments.

END OF DOCUMENT

The text of this document shall not be changed except by written agreement between Buyer and Seller.