



CONTRACTOR SAFETY PROGRAM

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CONTRACTOR SAFETY PROGRAM

SECTION 1 POLICY

- 1.1 Wyman-Gordon Forging (Cleveland), Inc. (hereinafter Wyman-Gordon) is committed to providing a safe and healthful work environment in full compliance with company, local, state and federal requirements. Contractors operating on Wyman-Gordon Company facilities are required to perform contractually required tasks and activities in compliance with these same requirements.
- 1.2 Protection of Wyman-Gordon Company employees, property, and surrounding environment is of utmost importance. Likewise it is Wyman-Gordon's policy to expect the same level of safety concern for contractor employees and property while operating at Wyman-Gordon company facilities. We actively solicit the support and cooperation of all contractors in aiding us to establish SAFE working conditions.

SECTION 2 PURPOSE AND SCOPE

2.1 This program applies to all contractors and sub-contractors performing work at the Wyman-Gordon Company including, but not limited to construction, demolition, maintenance, and facility services such as:

- HEATING, VENTILATING AND AIR CONDITIONING (HVAC)
- PLUMBING AND PIPE FITTING
- DRYWALL, MASONRY AND CONCRETE WORK
- JANITORIAL AND DECONTAMINATION WORK
- ELECTRICAL WORK
- CARPENTRY
- PLANT MAINTENANCE, MACHINING AND REPAIR WORK
- PAINTING
- NETWORK INSTALLERS AND OTHER MIS SERVICES
- DEMOLITION AND ABATEMENT SERVICES
- LANDSCAPING AND GROUNDS SERVICES
- RIGGERS, MOVERS AND TRANSPORT SERVICES



2.2 This program establishes the environmental, health, and safety performance criteria for contractors working on Wyman-Gordon premises. Contractors are not only responsible for the safety of their own employees but must also take precautions to protect the personnel, property and operation of the Wyman-Gordon Company.

SECTION 3 RESPONSIBILITY

3.1 The **Contractor Representative**, (on-site manager, lead) is responsible for the safety of their employees and their subcontractors, for the safety of Wyman-Gordon personnel, and for the property and operations affected by their work. The contractor representative is responsible for distributing copies of Wyman-Gordon's Contractor Safety Program to all contractors/subcontractors who may work on Wyman-Gordon premises. They must ensure that all contractor employees are familiar with its contents and requirements for working safely at Wyman-Gordon. Contractor responsibilities include:

- Taking precautions necessary to ensure Wyman-Gordon employees and property are protected;
- Following all regulations, codes, and other legal obligations regarding the performance of work;
- Ensuring all contractors and sub-contractors are intimately familiar with the Wyman Gordon evacuation procedure including emergency exit locations, alarm signals, evacuation routes, assembly points and reporting procedures;
- Immediately notifying the Wyman-Gordon Project Manager and briefing any affected employees on any unique or unexpected hazards encountered;
- Providing written documentation of employee training, and appropriate insurance coverage prior to the start of the project;
- Providing all personal protective equipment (PPE) and other necessary equipment to all employees working in areas/operations requiring PPE, (unless otherwise arranged and agreed upon in writing);
- Providing all equipment and supplies necessary to perform the contracted work with written documentation submitted ahead of time explaining any deviations to this requirement;
- Supplying copies of all material safety data (MSD) sheets for all chemicals to the Project Manager for approval prior to bringing them on-site;
- Immediately reporting any hazards or incidents to the Wyman-Gordon Project Manager and Safety Department; and,
- Removing and properly disposing of all chemicals and empty chemical containers brought on-site.



3.2 The **Wyman-Gordon Company Project Manager** is responsible for coordinating contractor work. Their responsibilities include:

- Distributing copies of the Wyman-Gordon Contractor Safety Program to the contractor representative, ensuring they are properly trained on Wyman-Gordon's policies and procedures, and that they comply with them;
- Coordinating and conducting the pre-job briefing;
- Performing periodic inspections of areas and operations where contractors are working and ensuring all deficiencies are addressed immediately;
- Verifying receipt of and reviewing the MSD sheets for products to be used by the contractor, (Project Manager should use Wyman-Gordon's Materials Approval Procedure and seek the advise of the environmental and/or safety department for unfamiliar chemicals);
- Collecting and providing specific information to contractors and subcontractors such as chemicals used at Wyman-Gordon, hazards in the work area, and emergency procedures.
- Reviewing specific operations prior to and during the operation to be sure appropriate guards and safety procedures are in place to protect all employees;
- Notify environmental engineering, safety, and the receptionist in the event of an unusual occurrence or situation that requires employee notification, (work that generates odors, blocks evacuation and/or assembly points, tasks that will restrict utility use or alter the alarm system);
- Verifying that contractor and subcontractor employees have the appropriate training necessary for the task(s) performed at Wyman-Gordon, (i.e. LO/TO, fall protection; confined space entry, etc.);
- Conducting accident and incident investigations as appropriate;

3.3 The **Wyman-Gordon Purchasing Department** is responsible for ensuring that all contracts with contractors has this procedure as part of the contracting document and that all vendors read and understand this procedure as a precursor to performing work. Purchasing must also ensure that, prior to doing any work, each contractor has signed the Contractor's Hold Harmless Agreement And Safety Acknowledgment Form and has provided evidence of required insurance.

3.4 The **Wyman-Gordon Plant Safety Department** provides support to the Project Managers and contractors, where needed or requested, on safety-related concerns or issues. Plant safety is responsible for:

- Implementing the Contractor Safety Program;
- Updating and distributing copies of the Contractor Safety Program;
- Reviewing copies of material safety data sheets (MSDSs), as necessary, for chemicals brought on-site;



- Reviewing copies of the contractor's written safety program as needed and/or at the request of the Project Manager if issues arise. Specific questions may also arise associated with LO/TO, confined space entry, fall protection, or welding, etc., that the Safety Department is best qualified to address; and
- Participating in accident investigations, as necessary.
- Note: Unless agreed and signed to prior to the job by the Wyman-Gordon Project Manager and Safety Department, Wyman-Gordon does not issue any permits for contractor or subcontractor work related to confined space entry, confined space rescue support, LO/TO, or hot-work. It is the responsibility of the contractor/sub-contractor to secure properly trained and knowledgeable personnel to identify hazards and complete the appropriate permits including attendants and equipment where needed. Wyman-Gordon will provide knowledgeable personnel to share with contractors/sub-contractors all known hazards and describe safeguards and procedures in place to protect workers.

3.5 The **Wyman-Gordon Receptionist** is responsible for:

- Badging contractors and tracking which contractors (and how many) are in the building at all times.

SECTION 4 GENERAL INFORMATION

4.1 EMERGENCY EXITS AND ROUTES

Contractor's activities must not block any emergency exits or exit routes, unless approved by the Wyman-Gordon Project Manager and Wyman-Gordon Safety. Maps are posted throughout the building showing emergency exits and exit routes. Contractor employees should familiarize themselves with the exit routes from their job sites.

4.2 CONTROLLING DUST AND ODORS

Contractors must notify the Wyman-Gordon Project Manager (WGPM) of activities that may produce dusts or odors (e.g. demolition, roofing, painting) and/or will require the use of respirators, at least 24 hours prior to the beginning of work. The Project Manager and/or contractor may need to notify Wyman-Gordon personnel in the area via postings, e-mail, or other communication means before the work begins. Roof work being done near ventilation intakes may fill the entire building with dust or odors unless precautions are taken and appropriate personnel are notified. Extremely odorous tasks should be completed after hours if possible. Exhaust ventilation must be provided by the contractor for indoor work.

4.3 FACILITY DAMAGE

Any damage to Wyman-Gordon property by a contractor or their representative is the responsibility of that contractor.

4.4 HOUSEKEEPING

Contractor materials and equipment must be stored so they will not endanger employees at any time. They must not block doors, electric panels, emergency equipment, exits or stairs. They must not be stored in aisles, stairwells, traffic lanes or sidewalks. Overhead storage of equipment, tools, etc., is prohibited. Contractor work areas must be cleaned daily, including removal of combustibles and waste materials.



4.5 HARASSMENT

Any kind of harassment, sexual or otherwise, is prohibited.

4.6 INSPECTIONS

Contractors and Project Managers should conduct a walk through of the work area prior to the start of work to identify potential hazards. The Project Managers will notify contractors of any known Wyman Gordon hazards such as chemicals or hazardous energy sources. They will also inform the contractor of evacuation routes, assembly area locations and emergency phone numbers. The Project Manager will conduct periodic inspections of work areas where contractors are working. The purpose of these inspections is to identify any hazards or unsafe work practices and correct them as soon as possible. The Wyman-Gordon Project Manager and/or Safety Department have the right to temporarily suspend a contractor's work until these hazards are adequately controlled or eliminated.

4.7 MATERIAL HANDLING

Contractors are not permitted to lift more than 40 pounds without assistance, assuming no awkward positions are used. When possible and appropriate, use dollies and hand trucks or other lift/move devices.

4.8 PERSONAL PROTECTIVE EQUIPMENT

Contractors are responsible for selecting the appropriate personal protective equipment (PPE) for the work conducted, providing all necessary PPE to their employees, and training their employees on the use and maintenance of the equipment. They may not use WG PPE unless instructed to by the Wyman-Gordon Project Manager. If a contractor uses a respirator, the Project Manager and Safety Department must be notified 24 hours in advance.

4.9 PROHIBITED MATERIALS

Possession, use or sale of weapons, alcoholic beverages and illegal drugs is strictly prohibited at Wyman-Gordon.

4.10 SECURITY

Contractors are to abide by the request of the Receptionist, and/or Safety Department and/or Project Manager

4.10.1 Identification Badges

Contractors must wear a Wyman-Gordon identification badge, available through the Receptionist, so that it is visible at all times. Lost or stolen badges should be immediately reported. Badges must be returned to the location of issue upon expiration or at the end of the project.

4.10.2 Site and Building Access

Contractor access to buildings is limited to the contractor's job site. Entrance to other areas is prohibited. Emergency exits should be used only in the event of an emergency. Doors are not to be propped open without prior approval of the Project Manager and Safety Department. The contractor is responsible for notifying the Project Manager when controlled access to the site, a building, or an area is compromised due to contractor activity. Notify the Project Manager in advance if off-hours access to Wyman-Gordon facilities is required.



4.11 SMOKING

Smoking is prohibited on rooftops, in the offices and around combustible materials. Open flames are strictly prohibited in the Avalon Building, confined spaces, and in areas where flammable liquids, gases, or highly combustible materials are stored, handled or processed.

4.12 TOOLS AND EQUIPMENT

Contractors are responsible for the safe condition and security of their own tools. They must not use Wyman-Gordon equipment, unless instructed to by the Wyman-Gordon Project Manager.

4.13 TRASH AND CONSTRUCTION DEBRIS

Contractors may not use Wyman-Gordon trash/recycle containers for their construction debris. Wyman-Gordon segregates solid waste streams for disposal and therefore needs to be careful with waste disposal. Contractors must remove all trash and debris from the site. Contractors may not wash cement, plaster, and paint or related building materials into drains or onto the ground without permission. Never pour or wash anything down the storm drains.

4.14 UNATTENDED WORK

Contractors may not leave the job site unattended when potentially hazardous conditions exist.

4.15 VEHICLE SAFETY

Do not block fire lanes, exits, fire hydrants or emergency equipment. Failure to follow these rules may result in the vehicle being towed at the vehicle owner's expense. Loading docks may be used for loading and unloading but must be cleared after use. Drive carefully to protect yourself and others. Contractors are encouraged to report speeding and reckless vehicle operation to the Project Manager. Be prepared to provide a license plate number, and vehicle description.

4.16 VIOLATIONS

A verbal warning will be issued for first offenses of the Wyman-Gordon Contractor Safety Program. Repeat violations will result in a written warning and possible dismissal from the site depending on the severity of the violation. In the case of a severe violation, contractor work will be immediately suspended and the contractor will be removed from the site.

4.17 WARNING SIGNS AND BARRICADES

Contractors must provide adequate warning signs and barricades for their work. If these are not adequate, a flag person should be used. With advance notice, Wyman-Gordon may be able to barricade an area needed for contractor activities.

SECTION 5 EMERGENCY RESPONSE

5.1 ACCIDENT/INCIDENT REPORTING AND INVESTIGATIONS

Contractors are required to immediately notify the Project Manager and Safety Department of all incidents occurring on Wyman-Gordon property. The types of events that should be reported include injuries requiring more than minor first aid, property damage, vehicle accidents and criminal or suspected criminal activity. Contractors must complete an Accident Injury Report and forward it to their Project Manager. The Project Manager will sign it and forward it to the Safety Department. The Project Manager, with assistance from Safety (if requested), will investigate all incidents using the appropriate Wyman-Gordon Accident/Incident Investigation process.



5.2 FIRST AID / MEDICAL SERVICES

Contractors must provide their own first aid equipment, supplies and training for their employees. Contractor personnel should be familiar with their company's medical service provider (i.e., clinic or hospital). Wyman-Gordon has first aid kits located in several locations throughout the plant if needed for minor incidents. Use of first aid supplies from these kits must be reported to the Safety Manager so that appropriate stocks are maintained. Wyman-Gordon has a specific procedure and specially trained personnel to handle and dispose of blood or Other Potentially Infectious Materials, (OPIM). The Contractor and Project Manager should discuss this procedure prior to job commencement to ensure the proper regulations are followed and all personnel are adequately protected.

5.3 PROCEDURES

5.3.1 CHEMICAL INCIDENTS (SPILLS / RELEASES)

Report all chemical incidents to the Project Manager and Safety Department immediately. Incidents include chemical spills or reactions, release of hazardous materials or hazardous wastes to the air, soil, water, storm drain, etc., or injury from chemical use or waste handling. The contractor shall be responsible for all costs and penalties resulting from contractor-caused chemical releases. The contractor is responsible for investigating any release of hazardous substances in which its employee was involved.

Personnel splashed with a chemical should immediately wash it off or perform first aid as specified in the appropriate Material Safety Data Sheet. Splashes in the eye are particularly critical. Eyes must be flushed immediately for 15 minutes, after which medical attention should be obtained. Wyman-Gordon has eyewash stations located in the following areas: 1)- Finishing Area outside the Metrology Lab and 2)- outside the restrooms in the Press Area).

5.3.2 EVACUATION

During an evacuation, contractors should leave the area or building through the nearest exit if it is safe to do so. Follow Wyman-Gordon employees to the assembly area and check in with the Project Manager. Do not leave until released by the Emergency Coordinator. If an individual is missing, and there is reason to believe that the individual is still in the building, the Wyman-Gordon Emergency Coordinator should be notified immediately so that responding emergency personnel can plan their response.

5.3.3 FIRE

If a contractor employee has received adequate fire extinguisher training and feels comfortable operating the fire extinguisher, the contractor employee may use a portable fire extinguisher to fight small (incipient stage) fires. Wyman-Gordon personnel are trained in fire extinguisher use for incipient fires only. Anyone encountering a fire must determine if the small fire can be easily extinguished before trying to do so. If extinguishment does not occur, immediately evacuate the area and sound the fire alarm. The Project Manager and Safety Department must be notified in the event of any fire, no matter how small. Any discharged fire extinguishers must be replaced with fully charged ones and arrangements must be made to fill the discharged units.

5.3.4 POWER OUTAGE

During a power outage, follow Wyman-Gordon employees to the assembly area and check in with the Project Manager. Do not leave until released by the Emergency Coordinator.



5.3.5 REPORTING EMERGENCIES

All accidents or incidents requiring a fire truck, paramedic or ambulance response, life threatening emergencies, and any environmental releases, (e.g., chemical spills or releases to air, water, sewers or soil) should be reported immediately to Safety, the Receptionist and to the Wyman-Gordon Project Manager. If they are not immediately available, call 911 and make the report yourself. When reporting an emergency, give the operator the following information;

- Your name and extension;
- Nature of emergency;
- Location of emergency;
- Name and age of the victim(s);
- Extent of injuries of victim(s); and
- If any first aid has been given.

Do not hang up the phone until you have provided all the necessary information. Assign someone to meet the emergency response personnel and direct them to the scene.

SECTION 6 CHEMICAL SAFETY

6.1 CONTRACTOR CHEMICAL USE REPORTING

Prior to the start of work, contractors must inform their Project Manager of all chemicals they will need on site. All chemicals must be pre-approved by the Project Manager and, possibly, the Safety Department through the use of the Chemical Use Reporting Form, (Appendix 3). Material Safety Data Sheets for each chemical must be provided to the PM as well. MSDSs and the Chemical Use Reporting Form must be accessible to Wyman-Gordon and contractor employees during the job.

6.2 CHEMICAL STORAGE

Unless otherwise specified by the Project Manager, contractors may not store chemicals at Wyman-Gordon. Contractors must seal, store properly, and remove all chemicals from each job location at the end of each day. Contractors shall restrict the quantities of chemicals that they bring on site to that which is required to complete the day's planned work. The amount of chemicals brought on site for daily use shall be kept to an absolute minimum. Special arrangements may be agreed upon ahead of time for long-duration projects.

Contractors shall store their daily chemicals and compressed gas cylinders as follows:

- Chemicals shall be located within a clean, dry and well ventilated area away from direct sunlight and heat;
- Compressed gas cylinders shall be secured (roped or chained) in an upright position. Valve protection caps shall be in place when compressed gas cylinders are not in use. Cylinder valves shall be closed and caps in place when cylinders are empty or are moved;
- Flammable substances shall be stored in approved flammable storage containers or cabinets and shall not be placed near any potential source of ignition (sparks, flames, etc.); and



- Incompatible materials shall be separated and kept in securely closed containers that will not spill or leak.

Assistance in arranging appropriate storage locations will be provided by the Project Manager and Safety Department.

6.3 CHEMICAL USAGE

Contractors are required to know how to safely use the chemicals with which they work. They are responsible for the Hazard Communication training of their employees, including MSDS interpretation and container labeling. All contractors must have received Hazard Communication training before working with chemicals at Wyman-Gordon. The Safety Department keeps MSDSs in the Supervisor's Office for chemicals used by Wyman-Gordon; these are available to contractors upon request.

6.4 HAZARDOUS VAPORS AND GASES

Hazardous vapors and gases must be controlled to avoid hazards to workers. Adequate ventilation and monitoring must be provided.

6.5 MANAGEMENT OF ON-SITE CHEMICAL WASTE / HAZARDOUS WASTE

Contractors must comply with all Wyman-Gordon and applicable Federal, State and Local regulatory requirements in managing their chemical wastes. Wastes must be handled, packaged, identified, labeled and stored correctly. No chemical or chemical waste shall be disposed of on Wyman-Gordon property.

Drains, sewers, sinks, rest rooms, trenches, trash containers and the ground may not be used for the disposal of chemicals or chemically contaminated wastes.

6.6 STORM DRAIN PROTECTION

Contractors are to ensure that chemicals are handled in such a way as to prevent the release of any chemicals to the environment, including the air, soil, storm drains and/or sewer system.

SECTION 7 SAFETY PROCEDURES

7.1 ELECTRICAL SAFETY

All contract employees working on or near live electrical circuits or exposed voltages must be qualified and authorized by their management in accordance with all applicable electrical safety regulations. Contractor employees working with low voltages, (<600 volts), must have demonstrated familiarity with the operation and hazards involved through experience or instruction ("qualified person"). Those working with high voltages, (>600 volts), must have a minimum of two years of training and experience with high voltage circuits and equipment ("qualified electrical worker"). Lockout procedures must always be used whenever possible to minimize potential contact with live electrical circuits. When energized electrical work is required such as equipment testing or troubleshooting, the work must only be performed by employees who have received specific training and experience in working on live circuits and systems.

Extension cord shall be the three-wire type for grounded tools and shall be protected from damage. If the ground pin is broken, the cord shall be immediately discarded or repaired. Cords will not be fastened with staples, extended across aisles or walkways, run through doorways, or daisy chained together. Worn, frayed, or spliced cords shall not be used. Extension cords shall never be used as permanent wiring.



7.2 ELEVATED WORK

When contractor employees work within 6 feet of the perimeter of any structure, shaftway, skylight, smoke hatch or other opening where guardrails are not present, fall protection equipment must be used. This equipment will include appropriately rated body harness and lanyards attached to proper anchoring points or some other adequate engineering control. Full body harnesses are required on Wyman-Gordon property. Any use of a waist belt in lieu of a full body harness is prohibited. Fall protection is required when working greater than 6 feet off the floor or greater than 10 feet off the floor on scaffolding. Contractors must also use a securing method when using elevated platforms.

LADDERS

Whenever possible, fixed ladders or stairs shall be used for safe access to elevated locations. In situations that require the use of portable ladders, the contractor shall provide their own ladders appropriate to the tasks involved.

Ladders shall not be stored in passageways, doors, driveways, or any similar location unless protected by barricades or guards. Portable ladders in use shall be tied, blocked, or otherwise secured to prevent them from being moved. Portable ladders must be visibly inspected prior to each use and used in compliance with manufacturers' guidelines.

7.3 HAZARDOUS ENERGY CONTROL (LO / TO) FOR EQUIPMENT MAINTENANCE

Contractors performing servicing, cleaning, modification, demolition, repair, maintenance, or other activities on equipment must follow appropriate hazardous energy control procedures in accordance with the OSHA LO/TO Regulation, 29 CFR 1910.147. Forms of hazardous energy may include: mechanical, pressure (hydraulic, gas), chemical, thermal, radiation, stored, or other energy forms. Contractors must follow equipment-specific hazardous energy control procedures when working on equipment. In some cases, the contractor will need to prepare and follow their own procedures. In other cases Wyman-Gordon procedures will need to be adhered to. The Project Manager will review and approve the chosen procedure before the contractor begins. Only contractors "authorized" to perform hazardous energy control (lockout/tagout) work may do so at Wyman-Gordon. Authorized persons must have training on identifying hazardous energy sources, methods of de-energizing equipment and verification of energy-state. They must also be familiar with the written equipment-specific procedures. Notification must be given to nearby "affected" employees before work begins.

Equipment-specific procedures must include the following information:

- Identification of all possible sources of live and stored energy;
- Specific procedures to de-energize each energy source;
- Equipment (locks with tags and boots, hasps or other devices), needed to secure the energy sources in a de-energized state and how / where to apply them.
- Procedures to verify that all energy sources have been secured and totally de-energized;
- Procedures for testing the isolation of the energy sources; and
- Procedures for re-energizing equipment after work has been completed.

A lock must be attached to each lockout device identified in the procedure. The lock key must be kept by the person performing the work. Only this person is authorized to remove this lock. The contractor must have a procedure in place that explains how locks will be removed if one is



accidentally left on a control device. Where more than one person is working on the isolated equipment, each must place their own lock on the device and retain his/her own key.

7.4 MANLIFTS AND POWERED INDUSTRIAL VEHICLES

If man-lifts or powered industrial vehicles are required, they shall be provided by the contractor and used only by contractor employees who have been properly trained in their operation. Contractors may not use Wyman-Gordon man-lifts or powered industrial vehicles unless given special permission by the Project Manager and Safety Department.

It is the policy of Wyman-Gordon that all occupants of any man-lift wear a full body harness attached to an appropriate anchor point within the platform.

All industrial vehicles must be equipped with a full functioning warning device that is audible above the normal industrial noise in the work place.

7.5 OVERHEAD WORK

Work over the heads of unprotected personnel is prohibited. Work in such locations shall be performed only after employees have been cleared from the area and proper barricades have been erected.

7.6 PNEUMATIC NAILERS AND STAPLERS

All pneumatically driven nailers and staplers, which operate at more than 100 psi pressure, shall have a safety device on the muzzle to prevent the tool from operating unless the muzzle is in contact with the surface. When not in use, or unattended, all pneumatically driven nailers and staplers shall be disconnected from the air supply at the tool. Contractors will arrange barricades and signs to protect employees from pneumatic nails and staples. Proper personal protective equipment shall be worn.

7.7 ROOF ACCESS

The Project Manager and Safety Department must be notified when contractors require roof access. The use of fall protection equipment is required when working or traveling within 6 feet of an opening in the roof or the roof's edge. A lone worker must remain within the sight or hearing of another person while on the roof or must maintain a direct contact with the Project Manager and/or the Safety Department through a radio.

7.8 ROOF AND FLOOR PENETRATIONS

Contractors shall install guards, signs and barricades at floor and roof openings to prevent accidental falls.

7.9 VEHICLE SAFETY

Contractors must follow all parking restrictions and speed limits. All contractor vehicles must be properly secured with wheel chocks and brakes during loading and unloading, parking and storage. The contractor is required to submit to a search of their vehicle at the request of the Project Manager, Safety Department, Management, or Security Representative.

7.10 ASBESTOS WORK

Asbestos is a carcinogen that is used in over 2000 commercial products, especially building materials. Work conducted on asbestos-containing materials, (ACM), including abatement of ACM from buildings or maintenance activities, is regulated and will only be performed by licensed personnel qualified to perform these tasks.



Asbestos containing materials are regulated as hazardous materials that require special handling methods. Only Wyman-Gordon approved asbestos contractors who have undergone specific training on protecting themselves and the general public from exposure, may work with asbestos containing materials. Such contractors must provide documentation to the Project Manager that they are duly licensed to work with asbestos prior to any work being performed. Sampling, drilling, cutting, scraping, sanding, grinding, or otherwise damaging floor tile, concrete, pipe insulation, ceiling tile, fireproofing or other materials suspected of containing asbestos may cause exposure to asbestos fibers and is strictly prohibited for unauthorized personnel.

SECTION 8 WORK REQUIRING PERMITS

Special controls may be required during contractor work to prevent injuries to people, damage to the environment or loss of production. Contractors must post copies of approved permits in the immediate work area for the duration of the work. Wyman-Gordon personnel do not issue permits to contractors. It is the responsibility of the contractor to secure the appropriately trained personnel to issue work permits.

8.1 CONFINED SPACE WORK

A confined space is a space that is large enough and so configured that a person can bodily enter and perform a task, has limited means of entry and egress, and is not intended for continuous human occupancy. Examples of confined spaces include tanks, pipe tunnels, pits, vaults, sewers, bag-houses, ventilation duct-work, man-holes, and boilers. An OSHA Permit Required Confined Space (PRCS) is a confined space that has one or more of the following characteristics: has the potential to contain a hazardous atmosphere, contains a material that has the potential for engulfing an entrant, contains any other recognized serious safety or health hazard, or has an internal configuration where the entrant could be trapped and asphyxiated.

Contractors shall comply with all applicable parts of OSHA's Confined Space Standard, 29 CFR 1910.146 (General Industry) and 1926.146 (Construction). The Contractor is responsible for providing all necessary equipment, trained personnel, rescue arrangements and permitting to safely conduct the work. The contractor must submit to the Project Manager, prior to performing any confined space work, the following: a copy of their company Confined Space Program; a list and copy of certificates of trained personnel including Entry Supervisors, Attendants, and Entrants; the identity of those responsible for writing the permits, and a copy of their confined space rescue pre-plan and rescue team if needed.

Appendix 4 contains the Wyman-Gordon Company Notice to Contractors regarding OSHA Standard 1910.146 Permit Required Confined Spaces. This document further describes the details of how confined space work will be carried out at Wyman-Gordon facilities by contractors.

8.2 HOT WORK / OPEN FLAME / WELDING

Hot work includes: brazing, heated tar pots, torching, soldering, welding, portable space heaters and open flames. Contractors must submit a permit to the Project Manager and have it approved by the Safety Department prior to commencing "Hot Work". After the permit is approved and before the work begins, the contractor will notify the Project Manager, Safety and Receptionist as to the location and estimated time of completion.

Depending on the job, the contractor may need to provide a trained fire watch. The appropriate type of fire extinguisher should be instantly available for all jobs involving hot work. The fire watch is responsible for: ensuring that all adjacent combustible materials are protected or removed;



taking appropriate action to prevent fire; extinguishing incipient fires; and summoning emergency assistance when needed.

After hot work is completed, the contractor must inspect the area and remain in the area until it is determined that no smoldering or previously unnoticed fires exist, or for 30 minutes, whichever is longer. A copy of the terminated Hot Work Permit must be submitted to the Project Manager for insurance records.

The contractor must provide and use non-combustible or flameproof shields or screens to protect employees from welding flash or arc.

8.3 ELECTRICAL POWER IMPAIRMENT

Work that may affect the delivery of electrical power, emergency generators or battery back-up power should be scheduled to occur during off-hours when possible. Otherwise, adequate notification shall be made to the Project Manager.

8.4 EMERGENCY EQUIPMENT IMPAIRMENT APPROVAL

Emergency equipment, including fire extinguishers, first aid equipment, smoke detectors, alarm horns, emergency eye wash/showers, etc. are not to be moved, relocated or otherwise rendered inaccessible or inoperable without prior approval by the Project Manager, Safety and the Plant Manager.

8.5 ASBESTOS ABATEMENT

Work conducted on asbestos containing materials (ACM) including abatement, is regulated. The contractor is responsible for securing the appropriate agency notifications, specially trained and certified asbestos abatement professionals, and ensuring proper compliance with all applicable regulations.

8.6 HELICOPTER / MOBILE CRANE LIFTS

Mobile cranes (including portable crane derricks), power shovels, helicopters and other heavy lifting equipment shall not be operated within ten feet of overhead electrical power lines and shall never be operated above any occupied building or area.

Helicopter lifts are restricted to off-hours and weekends and require notification to the Project Manager, Plant Management and Safety four working days in advance.



APPENDIX 1

**CONTRACTOR'S HOLD HARMLESS AGREEMENT
AND SAFETY ACKNOWLEDGEMENT FORM**

To: All Wyman-Gordon Contractors

As a prerequisite for a third party to be eligible to supply or continue supplying services on a contract basis to Wyman-Gordon Forging (Cleveland), Inc., (hereinafter referred to as "Wyman-Gordon"), each such contractor shall have on file with Wyman-Gordon a fully executed original of this Contractor's Hold Harmless Agreement and Safety Acknowledgement Form, thereby agreeing to certain standards concerning safety and health procedures, insurance requirements and responsibility for workplace injuries and property damage.

By executing this Agreement where indicated below, the undersigned Contractor hereby agrees to comply with the following requirements:

1. In performing any services on behalf of Wyman-Gordon, the contractor at all times shall fully comply with the Wyman-Gordon Company Contractor Safety Program, (Dated 07/21/03).
2. In performing any services on behalf of Wyman-Gordon, the contractor at all times shall fully comply with the Wyman-Gordon Company Notice to Contractors regarding OSHA Standard 1910.146: Permit Required Confined Spaces, a copy of which is attached in the Wyman Gordon Contractor Safety Program as Appendix 4.
3. The performance of services by the Contractor on behalf of Wyman-Gordon at all times shall be subject to Wyman-Gordons' standard Purchase Order Terms and Conditions, a copy of which is attached as Appendix 5 of the Wyman-Gordon Contractor Safety Program.
4. The Contractor, at all times, shall comply fully with the terms of the Wyman-Gordon Company Contractors Non-Disclosure Agreement, a copy of which is attached as Appendix 2 of the Contractor Safety Program.
5. The contractor acknowledges that currently it maintains, and agrees that it at all times will maintain Workers Compensation insurance in statutorily prescribed limits, as well as Employer's Liability Insurance with limits of \$1 million and Comprehensive General Liability and Property Insurance having minimum limits of \$1 million combined single limit per occurrence including premises and operations, independent contractors, contractual liability and completed operations coverage. In addition, prior to performing any services on behalf of Wyman-Gordon, the Contractor shall provide Wyman-Gordon with Certificate evidence of such insurance and naming Wyman-Gordon Forging (Cleveland), Inc. as an additional named insured. Such certificate shall state that the insurance may not be cancelled without prior written notice by the insurer to Wyman-Gordon.



6. In addition to the insurance requirements set forth in Paragraph 5 above, if the contractors' services involve asbestos removal work, the insurance maintained by the contractor shall contain a specific endorsement providing coverage relating to the performance of asbestos removal activities and shall name Wyman-Gordon as an additional named insured.

7. The contractor agrees to indemnify, defend and hold harmless Wyman-Gordon from and against any and all claims, losses, damages, costs and expenses (including attorney's fees) of any nature whatsoever for personal injury or property damage arising out of or in any way connected with (i) the performance of services by the Contractor and/or any subcontractor or employee working under the direction of the Contractor, and/or (ii) failure of the Contractor and/or any subcontractor or employee working under the direction of the Contractor to fully comply with all provisions of this Contractor's Hold Harmless Agreement and Safety Acknowledgement Form and related exhibits.

Executed as a document under seal as of the date set forth below.

(Contractor Name)

(Contractor Address)

(Signature of Authorized representative)

(Name and Title)

(Date)



APPENDIX 2

CONTRACTOR'S NONDISCLOSURE AGREEMENT

In connection with the undersigned contractor ("Contractor") providing or rendering, from time to time, services to or on behalf of WYMAN-GORDON FORGING (Cleveland), Inc., (hereinafter "Wyman-Gordon"), Contractor may be given access to or may obtain certain information or technology which Wyman-Gordon considers to be confidential and proprietary. As part of the consideration given by Contractor under any contract or agreement to provide services to or on behalf of Wyman-Gordon, Contractor agrees as follows:

1. All data, knowledge, or information disclosed or delivered to, or observed by Contractor or any of its employees or subcontractors during the course of or in connection with the performance of services by Contractor for or on behalf of Wyman-Gordon (hereinafter "Proprietary Information") shall be treated by Contractor as confidential and proprietary. Proprietary Information shall include, without limitation, all forging, casting and machining processes, and the design, configuration and operation of all dies, tools, presses, hydraulic systems, furnaces and other similar equipment used in Wyman-Gordons' operations.
2. Contractor shall not, for any purpose or under any circumstances, whether intentional, inadvertent or otherwise, disclose any Proprietary Information to any third party, including subcontractors, or use Proprietary Information for any purpose other than to provide or render services to or on behalf of Wyman-Gordon, without the express written consent and approval of Wyman-Gordon. Contractor shall not use Proprietary Information for Contractor's own business, other than rendering or providing services to or on behalf of Wyman-Gordon, without the express written consent and approval of Wyman-Gordon.
3. This agreement shall not affect the right of Contractor to use and/or disclose information which:
 - a. is in the public domain at the time of disclosure, or is subsequently made available to the public through no fault of Contractor;
 - b. was known to Contractor at the time of disclosure, other than by prior disclosure from Wyman-Gordon;
 - c. becomes known to Contractor without similar restrictions from a source other than Wyman-Gordon;
 - d. was disclosed to Contractor by Wyman-Gordon more than ten (10) years prior to the use or disclosure; or
 - e. is independently developed by Contractor and was not acquired directly or indirectly from Wyman-Gordon.
4. The expiration or termination of the contract or agreement for services underlying this Non-Disclosure Agreement shall not abrogate or terminate Contractor's obligations



with respect to any Proprietary Information obtained during the term of the contract or agreement for services.

5. Upon completion of any project for Wyman-Gordon, Contractor shall promptly return to Wyman-Gordon any and all Proprietary Information, including but not limited to photographs, plans, drawings or specifications.
6. Contractor agrees to indemnify and hold harmless Wyman-Gordon from and against any and all claims, losses, damages (including but not limited to consequential damages), and expenses (including attorneys' fees) Wyman-Gordon may receive or incur as a result of or arising out of any unauthorized disclosure of Proprietary Information by Contractor, or as a result of or arising out of a violation of this Non-Disclosure Agreement by Contractor.
7. This Non-Disclosure Agreement shall be governed by and interpreted under the laws of the State of Ohio. To the extent that any provision of this Non-Disclosure Agreement is determined to be unenforceable, that provision shall be severable, and the remainder of the Agreement shall remain in full force and effect.

Executed as a document under seal as of the date set forth below.

(Contractor Name)

(Contractor Address)

(Signature of Authorized representative)

(Name and Title)

(Date)



APPENDIX 3

CHEMICAL USE REPORTING FORM

Prior to the start of work, the Contractor must inform the Wyman Gordon Project Manager (PM) of all chemicals they will use on site. This notification must be made prior to the performance of any work so that appropriate substitutes can be found for any materials not approved for use at the facility. Please complete the following table and submit to the PM.

| Chemical to be used on site | How will Chemical be used | Volume/quantity of Chemical | MSDS Submitted w/ this form(Y/N) | Special Concerns |
|-----------------------------|---------------------------|-----------------------------|----------------------------------|------------------|
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By signing below, the Contractor acknowledges reading and understanding Section 6, "Chemical Safety" of the Wyman Gordon Contractor Safety Program and agrees to notify the PM of any chemical use changes throughout the course of the project.

Date _____

Contractor Company Name _____

Contractor Company Address _____

Contractor Representative Name _____

Contractor Representative Signature _____

(This form must be accessible to WG and contractor employees during the prescribed project.)



APPENDIX 4

WYMAN-GORDON COMPANY

GENERAL NOTICE TO CONTRACTORS

REGARDING OSHA STANDARD 1910.146

PERMIT REQUIRED – CONFINED SPACES

REVISED JANUARY 15, 2001

This notice provides general information regarding the Wyman-Gordon Company Confined Space Safety program and applies to all Contractors who may perform work at a Wyman-Gordon Company facility.

Contractors are required to ensure that their Confined Space Entry programs are in compliance with OSHA and Wyman-Gordon Company requirements.

Contractors are advised of the following requirements:

1. The Wyman-Gordon Company facility where your contracted work is performed, does contain Permit Required Confined Spaces (PRCS's).
2. Entry by any worker into a PRCS shall occur only by a permit program in compliance with OSHA 1910.146.
3. PRCS at Wyman-Gordon Company are identified by the following means:
 - a. Signs stating "Permit Required Confined Space – Entry by Permit Only" have been attached to the entrance to each PRCS that can be easily entered by an individual through doors, stairs, etc. Examples: Access door to bag-house, stair entry to furnace pit.
 - b. Warning signs have not been posted at PRCS's that are not easily entered by an individual through doors, stairs, etc. For example: PRCS signs are not provided on entrances with floor plates, bolted access doors, manholes, etc. Workers identify these spaces as PRCS's by assuming all such confined spaces are PRCS's and are notified of this procedure during their confined space entry training program.
 - c. Signs stating "Warning Confined Space – Authorized Personnel Only" and "Warning – Permit Required for Welding and other Hazardous Operations" have been attached to the entrances to each non-Permit Required Confined Space.
 - d. An inventory of all PRCS's at each Wyman-Gordon facility has been prepared and can be referenced regarding the classification of particular spaces. Contractors can access this information, if needed, through the Wyman-Gordon Project Manager. Contractors



shall recognize that the work performed in the space may change the classification of the space.

4. Any worker who cannot readily determine if a space is a PRCS shall assume the space is a PRCS and not enter the space until the classification of the space is determined and proper entry procedures are known.
5. Contractors shall utilize a Certified Industrial Hygienist for the following activities:
 - Identification and evaluation of the confined space including the hazards posed by the work to be performed in the space.
 - Development of the entry procedure and the entry permit.
 - Specification of the atmosphere testing requirements, and approval of monitoring equipment to be used.
 - Selecting appropriate rescue services that are capable, qualified, and available to provide rescue during the contractors work.
6. Contractors shall ensure that all their subcontractors comply with OSHA and Wyman-Gordon Confined Space Safety Requirements.
7. Prior to performing any work in Permit-Required Confined Space, the Contractor shall:
 - a. Provide a copy of the Contractor's Confined Space Entry program to the Wyman-Gordon Company.
 - b. Obtain information available from Wyman-Gordon regarding the specific work area and previous entry history.
 - c. Provide to Wyman-Gordon Material Safety Data Sheets for all hazardous materials to be used in the PRCS.
 - d. Coordinate with the Wyman-Gordon Project Manager all entry activities by the Contractor and his subcontractor.
 - e. Meet with Wyman-Gordon Company to discuss entry procedures if Wyman-Gordon personnel will also work in the PRCS during the Contractor's entries or if needed to ensure safety during the project.
 - f. Provide OSHA training certificates for all Contractor and Subcontractor workers who will be entrants, attendants or entry supervisors.
8. At the completion of the work in the PRCS, the Contractor shall provide Wyman-Gordon Company with a copy of all entry permits used during the work. The Contractor shall provide information with the permits regarding any unexpected hazards confronted and any follow-up actions suggested to increase the safety of future entries to the PRCS and shall discuss these issues with the Wyman-Gordon Project Manager.



APPENDIX 5

PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance. This Order is Buyer's offer to Vendor, and acceptance is strictly limited to its terms. Buyer shall not be bound by and specifically objects to any term or condition whatsoever which is different from or in addition to the provisions of the Order, whether or not such term or condition will materially alter the Order. Vendor commencement of performance or the acceptance of the Order, in any manner shall conclusively evidence agreement to the Order as written.

"Order" means this purchase order, including all terms and conditions on the face and reverse side and all specifications issued hereunder and all drawings, models and samples furnished with it. "Goods" means those articles, materials, drawings, data, or other property or services that are the subject of the Order. "Vendor" also includes Vendor's principal if Vendor is acting as broker or agent.

2. Performance of the Order by Vendor. (b) Buyer may select mode of transportation, routing of, and carrier for the Goods. Vendor shall be liable for excess transportation costs resulting from deviation from Buyer's instructions. (c) Goods shall be delivered by Vendor to Buyer's business from which Goods are ordered, unless otherwise specified. Risk of loss and title to Goods shall remain with Vendor until after Goods are delivered and all nonconformities are cured. (d) Buyer's weight and count are conclusive, and Buyer shall have no liability for payment for goods delivered in excess of the quantity ordered. Excess Goods may be returned to Vendor at Vendor expense. (e) Vendor waives any right to modify its delivery obligations by the allocation of production and delivery amount its customers set forth in section 2-615 of the Uniform Commercial Code. (f) Vendor shall not deliver any Goods in advance of requested delivery schedule. If Goods are received more than fifteen (15) days ahead of schedule, Buyer reserves the right to return the Goods at Vendor's expense or keep the Goods and make payments as if the delivery was made per the delivery schedule. The delivery dates contained herein are the dates that the Goods are required on the dock at the Buyer's facility.

3. Delivery, Packing and Crating. Goods shall be suitably prepared for shipment to secure lowest transportation rates (unless a premium method is specified on the face hereof) and comply with carrier regulations. No charges are allowed for packing, crating, freight express, or cartage unless authorized by Buyer.

4. Inspection of Goods, Rejection of Goods and Revocation of Acceptance. After receipt of Goods, Buyer shall have a reasonable time, but not less than seven days, in which to inspect and accept or reject Goods. Payment for Goods shall not constitute acceptance. Buyer may reject Goods not conforming to the Order. For all rejected Goods, Vendor shall provide Buyer, at Buyer's option, a full refund for or replacement of the Goods, at vendor's risk and expense including transportation costs both ways. Buyer may, at its option, purchase substitute Goods in lieu of rejected Goods, and Vendor shall be liable for the difference in costs, less expenses saved by Buyer. Acceptance of part of the Goods shall not bind buyer to accept the remainder. Acceptance of all or part of Goods shall not deprive the Buyer of the right to revoke acceptance and return any part of the Goods or the right to make claim for damages because of the failure of the Goods to conform to the Order. Buyer shall not be liable to Vendor for failure to accept Goods for reasons beyond Buyer's reasonable control.



APPENDIX 5

PURCHASE ORDER TERMS AND CONDITIONS (continued)

5. Warranties. Vendor warrants that all goods delivered shall strictly conform to the Order, shall be of good design, material, and workmanship, free from defects, merchantable and fit for their intended purpose, and shall meet applicable industrial and governmental safety and environmental standards. Vendor warrants that services, if any, performed in conjunction with the Order will be performed in a workmanlike manner. Vendor further warrants that Vendor will have title to and the right to sell such Goods at the time of delivery. Vendor shall also transfer to Buyer the warranty on goods and services incorporated into Goods acquired by the Order. All warranties shall survive any inspections, delivery, acceptance or payment by Buyer, and shall run to Buyer, its successors, assigns, customers and users of Goods. Repairs or replacements of the Goods shall be made by the Vendor, without cost to Buyer, at any time within the warranty period of the Goods when Goods are defective.

6. Indemnification. Vendor shall defend, indemnify and save harmless Buyer from and against any liability, including reasonable cost of settlement, loss, cost, damage, claims, fines, civil and criminal penalties, or expense, including reasonable attorneys' fees, arising from: (a) any claims which may be made against Buyer by reason of injury or death to person, or damage to property, claimed to have been suffered by any person or other entity including but not limited to Vendor employees, agents, subcontractors, and subcontractor's employees, and alleged to have been caused by defective Goods furnished hereunder or by any act or omission of Vendor or any subcontractor of Vendor or any of their employees or agents; (b) any damage to Buyer's property, including property occupied or used by, or in the care, custody or control of Vendor, alleged to have been caused by defective Goods supplied by Vendor or any act or omission of Vendor, or any subcontractor of Vendor or any of their employees or agents; (c) any claims resulting from an actual or alleged breach of warranty, express or implied, or other actual or alleged breach of the Order by Vendor; and (d) any claims resulting directly or indirectly out of the failure of Vendor to comply with the provisions of paragraphs 8, 9, and 10 of this agreement.

7. Infringement. Vendor shall defend Buyer against all claims and proceedings based upon actual or alleged infringement of any patent or copyright by any Goods, or based upon actual or alleged misappropriation or wrongful use of any proprietary or confidential information involving any Goods, and Vendor shall hold Buyer harmless from any resulting losses, liabilities, damages, costs, attorneys' fees and expenses. Vendor shall be notified of such claims or proceedings with reasonable promptness. Vendor's obligations under this clause shall not apply to the extent any Goods are manufactured pursuant to detailed designs furnished by Buyer, or to any infringement arising from the use or sale of Goods in combination with items not furnished by Vendor if such infringement would not have occurred from the use or sale of such Goods solely for the purpose for which they were designed or delivered to the Buyer.

8. Insurance. Vendor will maintain insurance coverage at its own expense in the following minimum amounts: (a) Worker's Compensation - statutory limits for the state or states in which the work is to be performed; (b) Employer's Liability - \$1,000,000; (c) Commercial General Liability - \$1,000,000 combined single limit per occurrence including Premises and Operations, Independent Contractors, Contractual Liability and Products and Completed Operations coverages; and (d)



APPENDIX 5

PURCHASE ORDER TERMS AND CONDITIONS (continued)

Automobile Liability (including owned, hired and non-owned vehicles) - \$1,000,000 combined single limit per occurrence. Buyer shall be named as an additional insured party under each of these policies with the exception of the policies covering Worker's Compensation and Automobile Liability. Upon request, Vendor shall furnish to Buyer a certificate of insurance evidencing such coverage.

9. Compliance with Statutes and Governmental Regulations. Vendor warrants that in the performance of work under this Order, it has complied, or will comply, with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations thereunder, including, but not limited to, the Fair Labor Standards Act of 1938 as amended, the Walsh-Healy Public Contracts Act as amended, the Copeland Anti Kickback Act as amended, the Occupational Safety and Health Act of 1970 as amended, and Executive Order 11246 as amended, or Equal Employment Opportunity. If this order is for an amount in excess of \$100,000 and if Vendor is not otherwise exempt, then Vendor stipulates the following: (a) that none of the Vendor's facilities is listed on the Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20; (b) that Vendor agrees to comply with all the requirements of Section 114 of the Clean Air Act, including all related regulations and guidelines; and (c) that Vendor agrees that the Order is expressly conditional on the Vendor promptly notifying Buyer in the event Vendor receives any communication from the Environmental Protection Agency indicating that a facility to be utilized in the performance of the Order is being considered for listing on the EPA List of Violating Facilities.

10. Government Contracts. When a United States Government contract number appears on the face of the Order, the terms and conditions for government contracts referenced on its face apply to the Order. If a Government priority rating is shown on the face of the Order, Vendor shall follow the provisions of the Defense Priorities and Allocation System Regulation (15 CFR 700) and all other applicable regulations and orders of the Office of Industrial Resource Administration, Department of Commerce, in obtaining controlled materials and other products needed to fill this Order.

11. Cancellation. The Order may be canceled by Buyer in whole or in part by oral notification followed by written confirmation to Vendor. Cancellation shall be without liability, damages or penalty to Buyer.

12. Assignment. None of the amounts due or to become due, nor any of the work to be performed under the Order, shall be assigned or subcontracted by Vendor without Buyer's prior written consent.

13. Buyer's Property, Confidentiality. (a) Buyer retains title to all information and materials furnished to Vendor to facilitate performance under the Order, such information and materials shall be (i) treated as Buyer's confidential information, (ii) used exclusively by Vendor to complete the Order, and (iii) returned to Buyer at its direction or upon completion, termination, or cancellation of the Order, along with copies or reproductions, unless otherwise agreed in writing by Buyer. (b) All property of Buyer furnished to Vendor for performance of work under the Order shall remain property of Buyer and shall be segregated from Vendor's property and be individually marked as Buyer's property. Such property shall be exclusively for performance under the Order and shall be



APPENDIX 5

PURCHASE ORDER TERMS AND CONDITIONS (continued)

returned to Buyer at its written request, or upon termination, cancellation or Order completion. (c) Goods made in accordance with Buyer's specifications or drawings shall not be furnished or quoted to any other entity. (d) Title to tooling associated with the machining of Goods ordered by Buyer, including software proprietary to Vendor used to control the manufacturing of tools or machining of Goods ordered by the Buyer, will be provided to Buyer upon request. (e) Buyer reserves the right to audit Vendor's compliance with the terms and conditions of this agreement.

14. Taxes. Buyer shall only be liable for such federal, state and local taxes levied on Buyer which Vendor is required by law to collect from Buyer. Such taxes shall be stated separately on Vendor's invoices.

15. Buyer's Right to Make Changes. Buyer may at any time, by written notice to Vendor, make changes in the drawings, specifications, quantities, and schedules and shipping instructions under the Order. If any such change increases or decreases the cost of performing the Order, or the time required for its performance, an equitable adjustment in prices and/or schedules shall be made provided that any claim by Vendor for such adjustment shall be presented in writing to Buyer within (20) days from the date the change is ordered by Buyer.

16. Damages. Buyer may deduct from the price due under this or any other agreement all or any part of any damages resulting from any breach of this agreement, including but not limited to damages incurred as a result late delivery, rework, return, removal, replacement, correction, reinstallation, or rejection of nonconforming goods or services. Buyer will not deduct damages pursuant to this paragraph before (i) notifying Vendor of Buyer's intent to do so and (ii) providing Vendor with documentation reasonably supporting the amount of the deduction.

17. Cumulative Remedies. All of Buyer's rights and remedies under the Order or at law are cumulative and non-exclusive.

18. Entire Agreement. The Order constitutes the entire agreement between the parties with respect to the subject matter and supersedes all previous proposals (both oral and written), negotiations, representations, commitments, writings and all other communications between the parties. No waiver, alteration, modification or addition to the Order shall be binding unless expressly agreed in writing by a duly authorized representative of Buyer. The failure of Buyer to insist on performance of any provision of this agreement shall not be construed as a waiver of either that provision or any other provision in any later instance.

19. Governing Law. This agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Ohio.

20. Time is of the Essence. The parties agree and acknowledge that time is of the essence regarding performance as well as billing to the Buyer. The Vendor hereby expressly agrees that all billing shall be submitted in final form no later than 90 days following the final delivery of any goods or the completion of any work or services hereunder. Failure to submit billing within the time limit will result in a 10% per month reduction of any such late bill. The Vendor specifically agrees that a delay of more than 180 days in billing will result in the Vendor's forfeiture of its right to collect any sum hereunder.



APPENDIX 5

PURCHASE ORDER TERMS AND CONDITIONS (continued)

21. Cost of Litigation. In the event that Buyer is required to pursue any litigation, arbitration or other means of dispute resolution pursuant to any transaction subject to this agreement, the Buyer shall be entitled to collect all sums determined to be due and any and all reasonable costs of prosecution, defense and/or collection which sum shall include attorney's fees, expert witness fees, reasonable out of pocket expenses including witness transportation fees and other witness' out of pocket expense.