

Reworld Purchase Order Terms and Conditions

1. Definitions. Order means this Purchase Order which shall include documentation referenced in or attached to the Order. Company is the Reworld affiliate named in the Order. Contractor is the named vendor, supplier or contractor in the Order as appropriate. Facility means Reworld's headquarters or the Reworld facility operated by Company. Client means the agency, authority or other entity for whom Company is purchasing, is constructing, servicing or operating the Facility. Goods means articles, items, parts, chemicals, materials, machinery, equipment, supplies, consumables and other tangibles to be provided by Contractor as described in the Order. Services means the services to be provided by Contractor as described in the Order which include Goods, technology, design, engineering, consultation, manufacturing, transport, supervision, labor, installation, testing, repairs, maintenance or other services.

2. Agreement/Conformance/Changes. Contractor sells and Company buys the Goods and/or Services for the price, and upon the terms, described in the Order effective when executed by Company and Contractor. If the parties have executed a separate agreement for the Goods and/or Services described in the Order, that agreement shall supersede these Terms and Conditions. Except as provided in the preceding sentence, the Order constitutes the entire agreement between the parties, superseding all prior communications, oral or written, and unless expressly modified in the Order, a contract of sale or engagement will result solely upon these Terms and Conditions. Goods and Services shall conform strictly to the description, scope, plans, specifications or other instructions of Company. Company shall have the right to inspect the Services while performed and the Goods at any stage. Goods shall be new, of the best quality, free from fault and defect and in conformance with Company's requirements. No deviations or substitutes will be permitted without the express written agreement of Company. Company shall have the right to reject non-conforming or defective Goods and Services. Rejected Goods shall be removed promptly upon notification, at Contractor's expense, including transportation. Contractor shall bear risk of loss of rejected Goods. Company shall also have the right to change the requirements of the Order. If any such change increases the price, or affects delivery or schedule, Contractor shall notify Company of any adjustment within ten (10) days of receipt of such change, or otherwise any adjustment shall be waived. A change shall become effective upon delivery to Contractor of a Change Order executed by Company. Contractor providing Services or working at a Facility or on another Company site are subject to the terms and conditions set forth in Exhibit A.

3. Delivery/Title. Timely delivery of Goods and performance of Services is critical to avoid substantial loss. Therefore, time is of the essence. In the event of potential delay in delivery of Goods or performance of Services, Contractor shall immediately notify Company in writing and undertake to reduce or overcome the delay by all reasonable means. Goods delivered late may be rejected or returned at Contractor's risk and expense unless Company has authorized late delivery in writing. Unexcused delays in delivery or performance shall entitle Company to remedies available under applicable law and to obtain replacement goods and services and to recover by offset or otherwise the difference between the cost of such replacement goods and services and price agreed plus any other damages permitted by applicable law and liquidated damages, if applicable. Contractor shall ship Incoterms 2020 FCA Company's stated destination. Delivery shall be made at Company's receiving area. All containers shall bear gross, tare and net weights. Packing slips with order numbers, part number and quantity shall be enclosed with each shipment of Goods. Preparation, packaging, transportation, insurance and taxes are included in the price unless otherwise stated in the Order. Title shall pass to Company (or a third party stipulated by Company) on the earlier of payment or receipt of Goods; provided that prior to the receipt of Goods at point of destination, risk of loss shall be borne by Contractor. Nothing herein shall limit Company's interest in the Goods.

4. Payment. All payments will be subject to progress. Contractor shall invoice in accordance with the terms of the Order unless stated otherwise. Unless stated otherwise in the Order, approved invoices will be paid within ninety (90) days of receipt of an accurate invoice; provided that if such invoices are paid within fifteen (15) days, a two percent (2%) discount shall be applied. Company reserves the right to inspect the Goods and/or verify completion of Services in accordance with the provisions of the Order and these Terms and Conditions. Without waiving any other rights Company may have in contract, at law or in equity, any noncompliance revealed in such inspection will toll the time for payment described above. No charges of any kind related to Contractor's performance shall be paid or reimbursed unless specified in the Order or a Change Order. Pricing is not subject to escalation. Invoices for Services on a time and material basis shall be accompanied by time sheets or other cost supporting documentation. Company shall not be obligated to make final payment unless all deliverables intended to accompany the Order, including spare parts lists, catalogues, operating instruction manuals, drawings, reports, certifications, etc. are received. Payment shall not be construed as acceptance of Goods or Services, but shall constitute a release of Company from any claims by or through Contractor. Contractor shall bear foreign exchange risks. Contractor shall pay when due all taxes, assessments, charges, and costs of whatever nature associated with its performance of the Services and shall indemnify Company and Client from any claims related thereto.

including but not limited to: taxes, assessments, charges, duties, and fees imposed by applicable law by reason of Contractor's performance including, applications, license and registration fees; income, profit, sales, value added and franchise taxes, Goods and Service Tax (GST) to the extent applicable, Harmonized Sales Tax (HST) to the extent by applicable, and employment taxes; and contributions imposed by applicable law or trade union contracts with respect to or measured by compensation (wages, salaries, benefits or other) paid to employees of Contractor, including compensation, employment insurance, retirement benefits, health and welfare funds, pension benefits, annuities and disability programs. For the term of the Order and for twenty-four (24) months following the last day of the term, Contractor will provide Company with such access to review and audit any copies of such documents, records and information as Company may reasonably request to verify that amounts invoiced to Company are properly payable hereunder. Company may require that invoices be processed electronically by a third-party provider. All invoices for less than \$5,000 may be paid by credit card.

Contractor must invoice Company for Goods and Services not more than one hundred eighty (180) days after the delivery of the Goods and/or the completion of the Services. If Contractor submits an invoice for Goods and/or Services more than one hundred eighty (180) days after the delivery of the Goods and/or the completion of the Services, such invoice shall not be accepted, and Company shall have no obligation to pay such invoice, unless otherwise mutually agreed in writing by the parties.

5. Warranty. For a minimum period of twenty-four (24) months from receipt of Goods and/or completion of Services, Contractor warrants that Goods and/or Services are in accordance with industry standards and the instructions, specifications, including those set forth in the Order, drawings and other description, are new, of good quality, design and workmanship, free of defects, fit and sufficient for the purpose intended. Without cost or expense to Company, Contractor shall promptly re-perform, repair or replace any deficient Goods or Services. Warranties shall not be "pass through", provided, however, that any warranties provided by any subcontractors or suppliers in connection with the Goods or Services shall be assignable to Company or, at Company's option, Company's Client who shall be entitled to enforce them directly. With respect to Services, or if Contractor has performed any engineering or design work with respect to Goods, or has participated in the selection of Goods, Contractor warrants that such Services and work were properly accomplished in accordance with the highest standards of its industry or profession and that the results are suitable for the purpose intended. Contractor shall not be liable for damage or deterioration due to normal wear and tear, abuse or failure of Company to follow operating, maintenance or other instructions of Contractor.

6. Cancellation. Company may cancel or terminate the Order at any time for convenience or cause. If for convenience, Contractor shall be paid for Goods delivered and accepted or Services satisfactorily performed and accepted to the date of termination. If for cause, any balance due Contractor for Goods delivered and accepted, or Services performed before the date of termination shall be adjusted by the total price of the Goods and/or Services less (a) amounts previously paid to Contractor, (b) the cost incurred by Company in effecting cover by acquiring substitute Goods or completing the Services and (c) any other damages incurred by Company caused by Contractor's failure to perform hereunder. If the adjustment results in a net amount owing to Company, Contractor shall promptly remit such amount. With respect to Goods in inventory or in process of manufacture, Company shall have the right to remove all or a portion thereof from the premises of Contractor upon payment or promise to pay as herein provided. Under no circumstances shall Contractor be entitled to anticipated profit or revenue for Goods or Services not actually furnished or performed. Company shall be entitled to terminate the Order for cause if Contractor (i) fails to adequately perform any material provision of the Order, including without limitation, fails to make payments to its subcontractors or vendors, (ii) fails to comply with applicable laws and regulations; (iii) becomes insolvent or makes any assignment for the benefit of Contractor's creditors (including payments due under this contract), or (iv) in any way becomes subject to a petition in bankruptcy or to appointment of a trustee or receiver. In the event that Company terminates the Order for cause and such termination is later determined to be unwarranted, Contractor's sole remedy shall be to have the termination treated as a termination for convenience.

7. Indemnity. Contractor shall adequately insure, defend, protect, indemnify, and hold Company, Client and their affiliates of any tier, and their respective directors, officers, employees and agents, harmless from any and all claims and liability including expenses and attorney's fees arising from Contractor's performance or non-performance, for injuries to, and/or death of, any and all persons, and for loss of and/or damage to property arising in whole or in part out of the performance of the Order including negligence, willful acts of, or breach by Contractor or for any claim of infringement of any patent or other third party intellectual property or proprietary rights. Contractor assumes responsibility for any injury or loss incurred by its employees or agents while on Company's premises (except to the extent caused by Company's gross negligence) and the compliance with all of Company's rules and regulations particularly those relating to safety and health.

8. Insurance; Bonds. Contractor shall be insured on an occurrence basis for: (a) Commercial General Liability, including products and completed operations in the minimum amount of \$1,000,000 per occurrence; (b) Workers Compensation and Employer's Liability, as required by law in the state where work is performed; (c) Comprehensive Automobile Liability applicable to all vehicles (owned or hired) brought on-site with a minimum combined single limit of \$1,000,000 per occurrence; (d) Excess, umbrella form, liability with a minimum limit of \$2,000,000 per occurrence, excess of (a), (b, Employers Liability) and (c). If applicable, additional professional indemnity and/or pollution legal liability coverage shall provide a minimum of \$5,000,000 per occurrence and, be maintained for a period of three (3) years following completion of Services. Subrogation rights are hereby waived against Company and Client and their insurers. Where the Order involves the performance of Services at the Facility, Contractor shall also designate Company and Client as Additional Insureds on coverages (a), (c), and (d). Contractor shall furnish certificates evidencing the required coverage at the time of execution of the Order and provide that 30 days prior written notice be given to Company in the event of any material change. Contractor may be required to furnish surety bonds from a firm or company in a form and in an amount acceptable to Company. **Unless waived in writing by Company, Contractor must include in the Order price and provide a payment and performance bond in form satisfactory to Company before commencing work under the Order if the Order price exceeds \$1,000,000 and Contractor will be using sub-contractors in connection with Services under the Order. The cost of such bond shall be listed as a separate line item in the Order.**

9. Liens and Claims. Contractor shall timely pay all costs of performance, and shall indemnify and hold Company, its affiliates of any tier and Client harmless from and against any claims of its employees, subcontractors and agents. Contractor shall not have and hereby waives and shall cause any subcontractor or vendor of any tier or other third party employed by acting for or on behalf of Contractor, to waive any right to place a lien, trust, charge or other encumbrance on the Facility or Facility property. If a lien, charge, form of trust or other encumbrance attaches to any part thereof or to any interest of Company or Client, or there exists a reasonable threat thereof, Contractor shall promptly and satisfactorily procure its full release. Company may withhold payment pending receipt of evidence in form and substance satisfactory to Company that such liens, claims and encumbrances have been discharged.

10. Confidentiality/Publicity. "Confidential Information" shall mean proprietary, business or other similar information now or hereafter owned by or otherwise in the possession or control of (including Client's information) or belonging to Company or any of its affiliates, including without limitation, the content or specifics of the Order, patented or unpatented inventions, business or trade secrets, know-how, techniques, data, reports, drawings, specifications, blueprints, flow sheets, designs or engineering, construction, environmental, operations, marketing, financial or other information, related to resource recovery, waste processing or disposal, steam production or electricity generation or any other operations or activities of Company and its affiliates. Contractor shall not use or duplicate Confidential Information for any purpose other than performing the Order or disclose in any manner whatsoever the Confidential Information to any third party except as allowed herein. Contractor shall disclose Confidential Information necessary to their activities only to those employees or subcontractors of Contractor who are directly involved in performing the Order and shall advise all such persons that they are bound by the confidentiality terms and conditions of the Order. All Confidential Information received or prepared by Contractor, including all copies thereof, is the exclusive property of Company whether or not delivered to Company. All right and title to, and interest in, the Confidential Information shall be deemed to be or shall remain with Company. Contractor shall not release any information concerning the Order to the public, press, official body or any third party or permit audio or visual recordings to taping, photographs or allow visitors to Company's or its Client's premises or advertised without the prior written consent of Company.

11. Law/Severability/Waiver. Subject to Section 14, disputes arising out of or relating to the Order, or its subject matter shall be venued in Morris County, New Jersey, and the federal and state courts of New Jersey shall have exclusive jurisdiction over all such disputes except where the Goods and/or Services are delivered or performed in Canada, in which case the disputes regarding the Order shall be determined in the courts and governed by the laws of the jurisdiction where the Facility is located. Other than creation, perfection, or enforcement of lien rights, which shall be governed by the laws of the state in which the property at issue is located, the law of New Jersey shall apply to the interpretation and enforcement of the Order. Contractor shall comply with all applicable laws, rules, regulations, ordinances, permits, industry codes, of any governmental entity having jurisdiction, including without limitation all applicable laws relating to health and safety, employment discrimination and child labor. If any provision hereof is determined invalid, illegal or unenforceable, the parties shall make good faith efforts to modify the Order to implement the intent. The remaining provisions shall be valid and enforceable to the fullest extent permitted by law. No provision hereof shall be deemed waived without Company's express written agreement. Failure of Company to demand strict performance in one instance shall not be deemed to waive Company's right to insist on strict performance in any other instance.

12. Relationship/Assignment. Nothing herein creates a fiduciary, employment, partnership, joint venture or agency relationship between the parties or Client. The Order is not entered into for the benefit of, nor any rights granted to, any other party not mentioned herein. The Order may be assigned by Company to any party without the consent of Contractor provided that assignee accepts and agrees in writing to discharge all of Company's obligations hereunder. The Order and any monies due hereunder may not be assigned by Contractor without the prior written consent of Company.

13. Force Majeure. Contractor shall be entitled to a time extension as its exclusive remedy for any delay in supply of the Goods, to the extent such delay is due to an event of "force majeure," but only if such event of force majeure directly, materially and adversely affects Contractor's ability to timely supply the Goods. An event of force majeure shall be any of the following events, and no others: (a) fire, (b) explosion, (c) casualty or accidents, (d) epidemic, (e) flood, (f) natural disaster, (g) acts of God, (h) war, declared or undeclared, or (i) revolution or acts of public enemies, but shall not include strikes, labor disturbances or actions or labor shortages. Contractor's ability to sell the Goods at a more advantageous price and any increase in Contractor's production costs or costs of raw materials or Contractor's failure to obtain labor shall not constitute an event of force majeure hereunder. To be entitled to a time extension, Contractor must give written notice of the delay within ten (10) days of the date the delaying event first arose. Contractor must establish an appropriate schedule analysis showing the extent of the extension required and showing that there was no concurrent delay by Contractor.

14. Disputes. The Parties shall cooperate to facilitate the proper, efficient and timely performance of the Order, and further agree to cooperate and undertake in good faith the resolution of disputes, if any, in an equitable and timely manner so as to avoid where feasible the need for judicial or quasi-judicial actions of any kind. Contractor shall continue uninterrupted its performance pending the resolution of any dispute. At Company's option, any dispute shall be resolved by binding arbitration by the American Arbitration Association pursuant to its Rules governing commercial disputes. The location of the arbitration shall be Morris County, New Jersey except where the Goods and/or Services are delivered or performed in Canada, in which case the arbitration shall be the Province where the Facility is located. All of Company's rights and remedies herein are cumulative and not alternative, and are in addition to all other rights and remedies available at law or in equity. Nothing herein shall be construed to limit the remedies available to Company under the Uniform Commercial Code as adopted in New Jersey or other applicable law.

15. Infringement of Proprietary Rights. Contractor represents and warrants that the Goods and Services and any technology, equipment, apparatus, methods, and, if applicable, engineering and designs directly or indirectly furnished in connection with the Order do not in whole or in part infringe the patent or other intellectual property or proprietary rights of any third party. In the event of such infringement or claim thereof, Contractor shall hold Company and Client harmless and shall indemnify them from and any liability, including the payment of any attorney's fees or costs in connection therewith. At no cost to Company or Client, Contractor shall promptly remove the source of the claim of infringement by re-design or other modification and/or procure the right to continue the use of such infringing (or allegedly infringing) item or method, technology or equipment including the payment of any royalties or other fees.

16. Business Standards. Contractor shall establish, maintain and abide by appropriate professional codes and business standards, with procedures and controls designed to prevent any real or apparent illegal, unethical, criminal or other adverse behavior or conduct which would or could injure the image and interests of Company, Client and their affiliates of any tier. If requested, Contractor shall review with Company such business standards and procedures particularly, those related to the activities of Contractor's employees and agents in their relations with Company's employees, agents and representatives, the employees or representatives of Company, Client, public officials, vendors, subcontractors and other third parties.

17. Notices. All formal notices required or permitted hereunder shall be in writing and either delivered in person or sent by recorded express mail service, courier fees prepaid, to the addresses of the parties set forth in the Order, or sent by email transmission with a hard copy sent on the same day by recorded express delivery, all costs and fees prepaid. Changes in the addresses to which such notices shall be delivered may be made by written notice given in accordance herewith. Routine communications related to the performance hereunder may be by letter, electronic mail, or telephone.

18. Where the Goods and/or Services are delivered or performed in the United States of America, Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime

contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Where the Goods and/or Services are delivered or performed in Canada, Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) as if the Goods and/or Services are delivered or performed in the United States of America. Where the Order relates to a purchase of Goods and/or provision of Services in the Province of Quebec, the parties to the Order have expressly requested that the Order be written in English. Les parties à la présente convention ont expressément demandé que cette convention soit rédigée en langue anglaise.

EXHIBIT A

CONDITIONS APPLICABLE TO CONTRACTORS SUPPLYING SERVICES OR WORKING ON AT A FACILITY OR ON COMPANY SITES

1. Commencement and Completion of Services.

- (a) As delays in Contractor's performance will result in substantial loss to Company, timely performance is essential. Contractor shall commence the Services as provided in the Order and complete them no later than the time stated therein (or per the schedule subsequently agreed in writing with the appointed Company representatives) promptly, diligently, efficiently, and in the order best calculated to meet the schedules for the completion of the various phases of the Services. The equipment, tools, goods, materials, supervision and labor to be furnished by Contractor shall be available in sufficient time and quantity to enable Contractor to perform and complete the Services within the planned time.
- (b) In particular, for Services on boilers or other systems which have been or will be taken out of service (scheduled or unscheduled), Contractor understands that the outage period must be kept to the absolute minimum. Therefore, Contractor shall perform the Services without interruption and shall not reduce its resources during the course of the work without the prior approval of Company.
- (c) If, in the reasonable opinion of Company, Contractor's technical capability, supervision, labor forces or procurement shall, at any time, be inadequate to achieve the required schedule, order, progress and quality of Services, Contractor shall on notice by Company or on its own initiative, and entirely without additional cost to Company, promptly increase or supplement these resources to the extent necessary to restore lost sequence or progress and shall give Company renewed assurances of compliance with the schedule and quality of the Services. Unexcused failure to perform and complete the Services as scheduled shall subject Contractor to the assessment of damages (liquidated, if provided in the Order, or unliquidated) which may be offset against any amounts due Contractor including retainages.
- (d) Contractor shall at all times be responsible for the administration, supervision, efficiency and adequacy of the means and methods of its performance, its materials, work force and equipment whether or not it acts as a result of any instruction, direction or notice from Company. Failure of Company to make specific demands shall not relieve Contractor from or operate as a waiver of its obligations to maintain the quality of Services or the rate of progress required by the Order.

2. Personnel; Subcontractors.

- (a) Contractor shall not subcontract the whole of the Services without the prior written approval of Company. Contractor may, however, subcontract portions thereof provided that Contractor shall remain responsible and liable to Company for any subcontracted Services. No privity of contract shall be created by virtue of the Order between Company and any subcontractor of Contractor. Should any such parties institute claims or commence suits against Company or Client, Contractor shall defend, indemnify and pay any resulting expenses (including attorney's fees) incurred by Company in connection with such claims or suits.
- (b) Contractor shall be responsible for the payment of all wages, salaries, benefits, payroll taxes, withholding requirements and worker's compensation insurance as required by law, and shall indemnify, defend and hold harmless Company, Client and their affiliates of any tier and their respective directors, officers, employees and agents against any claims in connection with such matters. Notwithstanding that Company shall identify the Services to be performed and the timing, employees of Contractor are not nor shall they at any time be considered to be under the supervision of Company nor in any manner considered to be Company employees for any purpose, including with respect to wages, salaries, and benefits.
- (c) The assignment of qualified and experienced management, technical and supervisory personnel, skilled labor and the appropriate tools and equipment in proper operating condition is critical to the successful accomplishment of the Services. Contractor warrants that it (and its subcontractors and vendors) possess the

requisite experience, capability and the resources necessary to perform the Services and shall continually furnish such resources until performance is satisfactorily completed.

(d) Contractor employees shall be (i) trained, skilled, competent and qualified for the tasks for which they are hired; (ii) able to recognize the hazards associated with the work being performed; (iii) knowledgeable of procedures to control or minimize hazards; and (iv) instructed to abide by all Company and Occupational Safety and Health Agency (OSHA) safety, health and other rules, regulations and requirements imposed by applicable laws, regulations, permits and codes. Whenever Contractor has reason to believe that an employee (or subcontract employee) lacks the skill or understanding for performance safety, Contractor shall cause the replacement or retraining of each such employee so that the requisite proficiency is achieved and maintained.

(e) Although the right to hire, discharge or designate the classification of employees is reserved to Contractor, Contractor shall nevertheless take responsible care in the selection of its work force, vendors and subcontractors, equipment, transport and procedures so as to maximize productivity, anticipate shortages, prevent equipment breakdowns, and avoid slow-downs, work stoppages or other disruptive or concerted labor actions.

(f) Contractor shall not assign to and shall remove from the performance of the Services any employee, person or party who in its opinion or in the opinion of Company fails to meet reasonable standards of experience, competency or comportment, or who by virtue of their behavior are or become a detriment to acceptable successful performance of the Services. Contractor shall ensure such person or party remains uninvolved with the Services.

(g) Contractors providing outage services are required to use an electronic time tracking system. Contractor employees will be provided with badges and will be required to badge in and out when entering and leaving the site. Contractors will provide electronic time sheets daily using the tracking system. Contractor's list of crafts and rates will be uploaded in the tracking system.

(h) Contractors providing outage services may be required to complete a critique or survey.

3. Safety/Health and Work Site Cleanliness; Work Rules.

(a) THE HEALTH AND SAFETY OF THE EMPLOYEES OF CONTRACTOR, ITS SUBCONTRACTORS, COMPANY AND THEIR RESPECTIVE VISITORS IS OF PARAMOUNT IMPORTANCE. THEREFORE, IN ADDITION TO THE IMPLEMENTATION BY CONTRACTOR OF ITS OWN HEALTH AND SAFETY PROCEDURES AND APPLICABLE LAW, THE REQUIREMENTS OF THIS SECTION 3, AND ANY ADDITIONAL REQUIREMENTS PROVIDED BY THE INDIVIDUAL COMPANY FACILITIES ARE ALSO APPLICABLE TO ALL CONTRACTORS, VENDORS, SUBCONTRACTORS AND THEIR EMPLOYEES. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO ABIDE BY, ADMINISTER AND ENFORCE ALL ASPECTS AND REQUIREMENTS, AS WELL AS ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS PERTAINING TO SAFE WORK PLACE AND PRACTICES. FAILURE OF CONTRACTOR OR ANY EMPLOYEE, VENDOR, SUBCONTRACTOR OR INVITEE TO BE IN FULL COMPLIANCE WITH THESE REQUIREMENTS MAY RESULT IN THEIR REMOVAL FROM THE FACILITY. DISREGARD OF THESE REQUIREMENTS AND PROCEDURES BY SUCH PERSONS MAY RESULT IN THE TERMINATION OF THE ORDER.

(b) Contractor shall be responsible for initiating, maintaining and supervising all safety measures and programs, including the conduct of regular safety meetings with its employees and its subcontractors and their employees, and shall take all necessary measures to ensure that all such persons provide and maintain a safe working environment, properly protecting all persons on and in proximity of Contractor's work area from risk of injury, danger to health and property from damage or loss. Company has contracted with ISNetwork (ISN), a Global Contractor and Supplier Management firm. Contractors that are selected for work with Company will be required to join ISNetwork (ISN) (<https://www.isnetwork.com/whatwedo.aspx>), provide an approved insurance certificate and obtain an "A" grade, prior to contract award. The ISN process involves the completion and submission of a Safety and Health Questionnaire to allow for Contractor evaluation by ISN. Contractors that successfully complete the process are placed on a list of approved Contractors that may then bid on work

at Company Facilities. Contractor agrees to comply with this requirement. Company may elect to waive in writing certain Contractors based on work scope from ISN. In those instances Contractors will be, at a minimum, evaluated based on injuries, illnesses and fatalities, as defined in S.P. No. 5/5B, and regulatory citations, prior to contract award.

(c) It is Contractor's responsibility to (1) review; (2) execute (3) disseminate to all employees, subcontractors/employees, vendors and invitees; and (4) enforce all aspects of Reworld Safety Procedure No. 5/5B and all local, state/provincial and federal regulations pertaining to safe work practices of any and all of its employees while conducting work under contract to Company at the Facility. Non-compliance by the Contractor with conditions of the contract or with Company safety and health policies may be documented to the contractor by Company facility management using the form contained in the S.P. No. 5/5B Appendices.

(d) Contractor shall ensure that its employees and employees of all subcontractors, at the commencement and throughout their employment at Contractor's work area, are made and kept aware of all such requirements and are informed that full compliance therewith is a condition of their continued employment at the Facility.

(e) Contractor shall have general supervisory authority over its work area, including the power and duty to correct safety and health violations or require their correction. Contractor shall exercise this duty in practice, shall never permit or create a hazardous, unsafe condition, or expose its employees or subcontract employees in the work area to such conditions and shall exercise all reasonable steps to prevent and detect safety violations. Whenever, in the reasonable opinion of the Company, Contractor has not taken sufficient precautions for the safety of persons or property creating a condition requiring immediate action, Company shall direct Contractor to take such corrective action as Company deems appropriate. Contractor shall promptly execute the corrective measures. If it fails to do so, Company is entitled to remedy the condition at the cost and risk of Contractor.

(f) To the extent required by Company's health and safety program, Contractor's employees shall attend such meetings as Company may require for the purpose of further acquainting them with the Facility safety and health requirements. Such meetings shall be informational and shall no way be in lieu of Contractor's obligations under these Terms and Conditions nor impose or give rise any duty or obligation of Company by virtue of imparting such information.

(g) The use of lead paints and asbestos is always prohibited.

(h) Contractor shall ensure that construction tools and equipment, materials, temporary facilities and other items, whether purchased, rented, or otherwise provided by Contractor and its subcontractors are in a safe condition and capable of performing their function. Contractor shall be responsible for the safety and security of all such items and shall take all precautions necessary to ensure their protection. Neither Company nor Client shall be responsible for loss or damage to any of its employees or subcontractors' equipment, materials, tools or other articles used, or held for use, in connection with the Services, or under any circumstances, be considered bailees of Contractor's or any employees or subcontractors' equipment or tools.

(i) Contractor shall at all times keep its work area and adjoining areas clean, safe and clear of snow, ice, construction tools and equipment, materials and rubbish. Contractor shall not cause or permit a hazardous, unsafe, unhealthful or environmentally unsound practice, procedure condition and/or activity to exist or be conducted at or near its work areas. Immediately upon becoming aware of any such unsound practices, procedures, and/or conditions, Contractor shall promptly correct the matter, or if created by others, shall promptly notify Company officials and request that immediate steps be taken to eliminate, terminate, abate or rectify the practice, procedure or condition.

(j) Promptly upon completing the Services, Contractor shall remove all remaining materials, tools, equipment and rubbish from and about its work areas, leaving them safe, clean and ready for use. Contractor shall dispose of all waste materials and rubbish in accordance with Company's instructions and/or with applicable laws, regulations, permits and codes. If Contractor is notified to clean up and/or remove construction debris, or of unsafe situations, tools or equipment, and fails to correct the condition as promptly as is possible,

Company shall have the right to abate the matter or condition and deduct the costs thereof from any amounts (including retainage) that may be due Contractor.

(k) Contractor shall promptly investigate and compile reports of all accidents involving personal injury and/or property damage. Copies of such reports shall be furnished to Company's Facility Manager or his designee as soon as possible after each accident.

(l) Failure of Contractor or any subcontractor or their employees to fully observe and comply with this Article shall be cause for termination of the Order.

(m) The following work rules shall be observed at all times by the Contractor, its subcontractors and each of their employees. Company reserves the right to modify or add to these rules at any time. Failure to observe these rules may result in violators being escorted from the property; serious or persistent violation of these rules will be grounds for termination of the Order:

1. Work areas will be specified for all Contractors and all work conducted in these areas must conform to all safety rules. Proper housekeeping will be maintained to ensure an efficient and productive work area.
2. All personnel will begin and end work at the times designated during orientation.
3. All personnel will take breaks at the designated times and for a duration of no longer than 15 minutes.
 4. Lunch break will be taken as specified for a duration not exceeding 30 minutes.
 5. Use of cell phones is limited to company use only or for personal use only at break times and lunch period only.
6. Use Danger or Caution tape only in the area needed, and immediately remove when no longer needed.
 7. All personnel must be aware of the facility lock out tag out procedures and the plan for utilization as it pertains to your work scope.
8. All personnel will be aware of the facility plan for consumable usage expectations, locations, and the method for replenishing.
 9. All personnel will be aware of the facility plan for tool usage expectations, locations, and method for accessing.
 10. All personnel will understand the facility welding machine assignment plan as well as power outlet plan.
 11. All personnel will maintain a clean and orderly work area conforming to Company safe work area requirements. All personnel will conform to trash and waste material disposal per facility requirements.
 12. All personnel are required to follow ELEVATOR RULES as posted in the elevators and outside at each elevation.
 13. Company is a smoke free workplace. No smoking or use or sale of tobacco products is allowed on Company property, including in private vehicles.

4. Provisions Applicable to Goods Suppliers.

If Contractor is a seller of Goods, which does not require it to be onsite at a Company Facility, there may be some cases where Contractor personnel may be requested by the Facility to provide certain services on site. When so requested, Contractor must receive the Facility's site specific and general safety orientation (briefing) and must watch the Company Safety Video. Contractor shall also walk to these locations (or drive to the nearest vicinity then walk) using the most direct and safest route feasible, as defined by the Facility Manager, and shall not deviate from that established route. Contractor's facility point of contact will be the Facility Safety Coordinator (FSC) unless otherwise stated. On a daily basis the Contractor will sign in and sign out at the facility sign in/out log and likewise if leaving for lunch or breaks and returning to resume work. Contractor shall always contact the FSC upon arriving to provide Services on every day and Contractor shall maintain regular active and ongoing communication with the FSC so that Contractor's whereabouts at the Company Facility while providing Services are always known. Contractor agrees to abide by and enforce Company's safety rules and regulations ("Company's Safety Policy") including but not limited to, wearing of personal protective equipment as required by Company. At a minimum, hard hats, safety glasses, steel-toe or protective toe work boots, 100% cotton long sleeve shirt and pants, and hearing protection shall be worn at all times when walking and/or working at a Company Facility. Contractor shall provide its own personal protective equipment. Contractor shall make these Company safety and health rules and requirements for its Contractors known to its employees engaged in the Services. Contractors shall also ensure that its employees are knowledgeable and remain

currently knowledgeable and compliant with Contractor's safety and health policies and programs, the requirements of state, federal and provincial occupational safety and health requirements and regulations, and other applicable laws, regulations, permits and codes. Contractor shall perform all on-site activities with the highest regard to safety at all times. Contractor understands and agrees that if Contractor personnel does not abide by Company's Safety Policy that Contractor will not be allowed to work at the Company site and may be removed from the site. Company reserves the right to delay Contractor's services until Company's Safety Policy is complied with, or to have the services performed by others. In this case, Contractor shall be responsible for all costs, if any, attributable to such delay as well as any additional costs incurred by Company due to Contractor's delayed delivery of services and noncompliance. Contractor shall promptly inform the FSC of any near misses, accidents or injuries and/or property damage, as soon as possible after the event. Contractor shall respond to any emergency following the instructions provided during the site specific orientation and communication. Likewise, Contractor shall attend meetings, stand downs or other communication sessions deemed necessary by Company. Such meetings shall be informational and shall in no way take the place of Contractor's obligations to train and prepare Contractor for work at Company Facilities. Contractor shall not interfere with the operations of Company, the Facility or other contractors of Company.

Notwithstanding any other provision of the Order or any other agreement, Contractor agrees that Company may [without any increase in the price under the Order] suspend or delay any of the work covered by the Order if Company deems such suspension or delay necessary or advisable as a result of any pandemic.