



SUPPLEMENTAL WASTE TRANSPORTATION TERMS AND CONDITIONS

SCM-AS302-7
July 2, 2013

These Supplemental Waste Transportation Terms and Conditions ("Supplemental Terms") are in addition to the Aerojet Rocketdyne General Provisions incorporated by reference in the Contract.

1. **DEFINITIONS.** As used in this Contract the following terms shall have the meanings described below:

- a. "Affiliate" means, when used with reference to any entity, any other entity which directly or indirectly controls, is controlled by or is under common control with, such entity.
- b. "Agreement" or "Contract" means the Purchase Order, the Aerojet Rocketdyne General Provisions in effect on the date of issuance of the Purchase Order, these Supplemental Terms, and all Exhibits or attachments thereto. The provisions of these Supplemental Terms will control in the event there is any conflict between these Supplemental Terms and any other document comprising the Contract.
- c. "Applicable Law" means applicable federal, state and local laws, statutes, ordinances, rules and regulations.
- d. "Generator Waste Material Profile Sheet" means the document used by the disposal facility to categorize and approve the Unit of Waste Material upon delivery at the TSD facility.
- e. "Hazardous Waste" means a subset of solid wastes that poses substantial or potential threats to human health or the environment and meets any of the following criteria:
 - i. is specifically listed as a hazardous waste by EPA (40 CFR Part 261 Subpart D);
 - ii. exhibits one or more of the characteristics of hazardous wastes: ignitability, corrosiveness, reactivity, and/or toxicity);
 - iii. is generated by the treatment of hazardous waste;
 - iv. is contained in a hazardous waste; or
 - v. is considered hazardous waste under Applicable Law.
- f. "Land Disposal Restriction Notification Report or Form" (LDR), which is created by the waste Generator, is the document that establishes the standard for the treatment of the Hazardous Waste.
- g. "Nonconforming Waste Material" means Waste Material:
 - i. that contains materials not described in the applicable Uniform Hazardous Waste Manifest: (A) that materially increases the cost to Transporter of providing Services; (B) that materially increases the nature or extent of the hazard and risk of providing Services with respect to such Waste Material; or (C) that causes such Waste Material to be unauthorized for the applicable Services or

- ii. that is improperly containerized, labeled, marked or placarded by Aerojet Rocketdyne .

The term Nonconforming Waste Material excludes any Waste Material for which Transporter has not rightfully revoked its acceptance pursuant to Section 4 hereof.

- h. Rejected Waste Material (also known as a Rejected Load) is a shipment of Waste Material that a designated TSD facility receives, but cannot or will not accept, either because of restrictions in the facility's permit, capacity limitations or other reasons.
 - i. "Service Provider" means a broker or other third party with which Aerojet Rocketdyne or its Affiliates have contracted to provide Services with respect to Aerojet Rocketdyne or its Affiliates' Waste Material.
 - j. "Services" means handling and transporting of Waste Material to the extent specified herein or on a Manifest
 - k. "Services Quotation" means a quotation request from the Transporter to provide Services for the acceptable Waste Material profiled within a Generator Waste Material Profile Sheet.
 - l. "Transporter" means each of the entities which are designated as a Transporter on the signature page of this Contract, provided that, unless the context requires otherwise in determining the rights and obligations of the parties hereunder, the use of the term Transporter in this Contract shall be deemed to include the Transporter or Service Provider, and any assignee or delegate of such Transporter as approved by Aerojet Rocketdyne . Transporter as used herein means the same as "Seller" as referenced in the Aerojet Rocketdyne General Provisions.
 - m. "Treatment, Storage or Disposal Facility" (TSD) refers to any facility regulated as a hazardous waste treatment, storage or disposal facility under the provisions of 40 CFR 264 or 265. USEPA and States approved by USEPA regulate such TSD facilities under RCRA (Resource Conservation and Recovery Act), 42 U.S.C. Section 6901 et seq.
 - n. "Uniform Hazardous Waste Manifest (Manifest)" means the document that specifically identifies the Aerojet Rocketdyne Waste Material subject to this Contract which contains the United States Department of Transportation description, including proper shipping name, hazard class, ID Number, container type, quantity, weight, volume, and Aerojet Rocketdyne approved TSD designated disposal facility. It is the tracking document used to track the shipment of Hazardous Waste from generator through ultimate disposition/disposal, accompanied by the LDR, if applicable.
 - o. "Unit of Waste Material" or "Unit of Nonconforming Waste Material" refers to a single whole container of Waste Material or Nonconforming Waste Material, respectively



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p. "Waste Material" means the material tendered by Aerojet Rocketdyne to Transporter including, without limitation, materials tendered by Aerojet Rocketdyne to Transporter by or through a Service Provider.

2. GENERAL REQUIREMENTS FOR SERVICES.

a. This Contract is for the transportation of Waste Material to an authorized TSD facility and it is not the intent of the parties that the transaction be characterized as a sale of goods.

b. As a service provider to Aerojet Rocketdyne, the Transporter agrees to adopt Aerojet Rocketdyne's policy to conduct business with the highest regard for the preservation of our natural environment and human health and safety.

c. This Contract is neither a requirements contract nor an output contract. Aerojet Rocketdyne is not contractually committed to

i. any guaranty of a volume of business in quantity or dollars or;

ii. Require participation by any Aerojet Rocketdyne location having requirements for the Services.

The parties are contractually committed to provide and accept Services to the extent requested by Aerojet Rocketdyne in accordance with the terms of the Contract. This may include providing services for multiple Aerojet Rocketdyne locations as specified in the Contract.

d. The Contract sets forth the general terms and conditions under which Transporter will from time to time provide Services to Aerojet Rocketdyne. If and to the extent Aerojet Rocketdyne has contracted with a Service Provider for Services with respect to its Waste Material and the Service Provider contracts with Transporter for Services with respect to such Waste Material, then the right to receive and obligation to pay consideration for such Services shall be governed by such contracts, but Aerojet Rocketdyne shall, with respect to the characterization and tender of delivery of such Waste Material, be obligated to Transporter to comply with the Contract and Transporter shall, with respect to the handling, loading, and transporting any such Waste Material, be obligated to Aerojet Rocketdyne to comply with this Contract. This Contract will control in the event there is any conflict between the Contract and any agreement with a Service Provider.

e. The Contract shall be used to establish the service type, performance period, billing schedule, approved disposal sites and any other pertinent details, which have been mutually agreed upon between the Transporter and Aerojet Rocketdyne. An authorized Aerojet Rocketdyne Procurement Representative ("Buyer") or other Aerojet Rocketdyne employee

designated by the Buyer shall request services under this Contract by contacting Transporter to specify a specific need to transport waste in accordance with the terms of the Contract and the Manifest that accompanies each shipment.

3. WASTE MATERIAL APPROVAL PROCEDURE.

a. At the time Aerojet Rocketdyne requires Services, Aerojet Rocketdyne shall provide Transporter with a completed signed Waste Manifest containing all of the information specified therein. Transporter must complete, sign and date the Transporter signature block of the Manifest and return a signed copy to Aerojet Rocketdyne before leaving the Aerojet Rocketdyne property.

b. If Transporter does not desire to provide Services with respect to such Waste Material, it shall promptly so notify Aerojet Rocketdyne. If Transporter desires to provide Services with respect to such Waste Material, it shall promptly issue a completed Service Quotation that incorporates the completed Generator Waste Material Profile Sheet.

c. If Aerojet Rocketdyne desires to accept the Service Quotation, it shall give authorization to Transporter in writing to provide Service in accordance with the Contract and the Service Quotation, whereupon Transporter shall be obligated to provide and Aerojet Rocketdyne obligated to accept Services; a Manifest and LDR, if applicable, will be prepared for the scheduled shipment as agreed by the parties.

4. **TENDER OF DELIVERY, ACCEPTANCE AND RISK OF LOSS.** Aerojet Rocketdyne shall tender delivery of Units of Waste Material to Transporter as agreed and identified on the Manifest. Transporter shall be deemed to have accepted the tendered Units of Waste Material upon taking possession thereof or by the execution of shipping papers, Manifest or other documents in respect of such Units of Waste Material, whichever occurs first. Upon acceptance of any Unit of Waste Material, title, risk of loss and all other incidents of ownership to such Unit of Waste Material shall transfer from Aerojet Rocketdyne to Transporter.

5. PERFORMANCE OF SERVICES.

a. Aerojet Rocketdyne shall be responsible for coordinating the delivery of Waste Material to Transporter, unless Transporter is directed otherwise.

b. Aerojet Rocketdyne will provide Transporter with a completed signed Manifest and LDR, if applicable, at time of the Service request. Transporter is not authorized to accept Waste Material unless it has received a completed signed Manifest from Aerojet Rocketdyne.



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- c. Transporter shall, in accordance with this Contract, provide Services with respect to the Waste Material accepted by Transporter and comply with Applicable Laws, including, but not limited to 40 CFR Parts 263 and 264 and 49 CFR Part 171-179.
- d. Transporter shall be solely responsible for determining the specific means and techniques for providing Services including, without limitation, the loading and securing of any loads onto transportation vehicles, and shall transport any Waste Material in a vehicle that conforms to United States Department of Transportation (DOT) regulations.
- e. Upon delivery of Waste Material to the designated TSD facility, Transporter shall obtain a signed copy of the Manifest prior to leaving the designated facility.
- f. If a shipment of Waste Material is rejected by the designated TSD facility, the original Manifest may be used as the documentation necessary to transport the Rejected Waste Material to either an alternate TSD facility designated by Aerojet Rocketdyne and clearly identified on the Manifest or back to Aerojet Rocketdyne . If a new Manifest is prepared, Transporter shall retain a copy of the original Manifest signed by the TSD facility with the number of the new Manifest identified in the appropriate Discrepancy Indication Space.
- g. The designated TSD facility operator is responsible for contacting Aerojet Rocketdyne for instructions on handling Rejected Waste Material and shipping the Rejected Waste Material according to Aerojet Rocketdyne 's instructions. Aerojet Rocketdyne , in its sole discretion, shall determine the alternate facility to which the Rejected Waste Material shall be transported.
- h. The designated TSD facility shall sign all Manifests accompanying shipments of Waste Material to acknowledge receipt of such Waste Material at the facility or acknowledge that the Waste Material identified in the Discrepancy Indication Space were rejected for management at that facility. The information shall include the basis on which the TSD facility rejected the shipment of Waste Material.
- i. Transporter shall not consolidate any of Aerojet Rocketdyne 's waste without prior authorization
- j. Transporter shall be allowed to co-mingle Aerojet Rocketdyne Waste Material with compatible Waste Material generated by other generators and being lawfully transported by Transporter unless otherwise directed by Aerojet Rocketdyne .
- k. Transporter agrees to abide by the requirements set forth in Aerojet Rocketdyne or its Affiliate's Contractor Safety standards (Procedure EHS-AP008), located on Aerojet Rocketdyne 's SupplierNet at www.rocket.com/supplernet or available upon request

to the Buyer) when performing work on-site at any Aerojet Rocketdyne or Aerojet Rocketdyne Affiliate facility.

6. TERM AND TERMINATION.

- a. The Contract shall be effective on the date set forth on the Purchase Order and will continue until terminated as provided herein.
- b. Transporter may:
 - i. terminate this Contract with or without cause, upon 60 days prior written notice to Aerojet Rocketdyne ;
 - ii. terminate this Contract a immediately upon notice to Aerojet Rocketdyne if Aerojet Rocketdyne (A) has been adjudicated a bankrupt, (B) has filed a voluntary petition in bankruptcy, (C) has made an assignment for the benefit of creditors, or (D) has had a receiver appointed for it; and
 - iii. terminate this Contract immediately upon notice to Aerojet Rocketdyne upon any material failure of Aerojet Rocketdyne to perform any of its obligations under this Contract which failure is not cured within 14 days after receipt by Aerojet Rocketdyne of written notice thereof.
- c. Aerojet Rocketdyne may:
 - i. terminate this Contract with or without cause, upon 60 days prior written notice to Transporter;
 - ii. terminate this Contract immediately upon notice to Aerojet Rocketdyne that Transporter (A) has been adjudicated a bankrupt, (B) has filed a voluntary petition in bankruptcy, (C) has made an assignment for the benefit of creditors, or (D) has had a receiver appointed for it; and
 - iii. terminate this Contract immediately upon notice to Aerojet Rocketdyne of any material failure of Transporter to perform any of its obligations under this Contract which failure is not cured within 14 days after receipt by Transporter of written notice thereof.
- d. Notwithstanding the termination of this Contract whether in whole or in part,
 - i. the obligations and rights under this Contract shall survive such termination with respect to any Waste Material in the possession of Transporter or any agent, employee or delegate of Transporter, and Transporter shall promptly complete or cause the completion in accordance with this Contract and any Services to be performed with respect to any such Waste Material or, at Aerojet Rocketdyne 's direction and expense, promptly return the Waste Material to Aerojet Rocketdyne or transport the Waste Material to another lawful place of disposal;



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- ii. such termination shall not prejudice any claim or cause of action accrued or to accrue on account of any breach of this Contract; and
 - iii. Sections 4, 5 (c) through (e), 6 (d), 8, and 11, of this Contract shall survive any such termination. If Transporter does not promptly return Waste Material to Aerojet Rocketdyne after being requested to do so, then Aerojet Rocketdyne shall have the right, but not the obligation, to come onto any premises owned or controlled by Transporter and remove such Waste Material.
7. **COMPENSATION.** In consideration of Services rendered, Aerojet Rocketdyne shall pay Transporter such fees as are provided for in this Contract and any Service Quotation and/or Manifest. The fee stated in the Service Quotations and/or Manifest shall be inclusive of all amounts to be paid by Aerojet Rocketdyne for the Services including, without limitation, any tax, tariff, fee, or surcharge imposed on the Services by a governmental authority. The amount of any increase or decrease in any such tax, tariff, fee or surcharge or newly enacted new tax, tariff, fee or surcharge applicable to the Services shall be passed along to Aerojet Rocketdyne. Any increases or newly enacted tax, tariff, fee or surcharge require prior notification to and acceptance by Aerojet Rocketdyne prior to their incorporation into any Service Quotation, Manifest and/or invoice. Transporter shall retain copies of invoices sent to Aerojet Rocketdyne for a period of 6 years after the final closeout of the Contract.
8. **TRANSPORTER'S WARRANTIES.** Transporter warrants and represents to and covenants with Aerojet Rocketdyne that:
- a. Transporter is engaged in the business of providing the Services with respect to Waste Material and has developed the requisite expertise to provide such Services in conformity with accepted industry practices.
 - b. Transporter has obtained, or shall obtain prior to rendering any Services, all necessary licenses, permits, certifications and registrations, approvals and clearances in full compliance with Applicable Laws and Regulatory Agency requirements and shall maintain in force such permits, licenses, certificates, registrations, approvals and clearances. Such conformity shall apply to any and all vehicles, vessels, containers, and personnel to be provided by Transporter in the performance of this Contract and subsequent Manifests.
 - c. Transporter understands the hazards and risks, which are presented to human beings, property and the environment with respect to the transportation of Waste Material; Transporter's drivers, when providing the transportation of Waste Material, are fully trained in pre-trip safety inspection, vehicle controls and equipment operation and handling; compatibility and segregation of cargo in mixed loads; package handling methods; securing loads.
 - d. Transporter has a drug screening policy for its drivers and all other personnel who are employed by the Transporter to provide services to Aerojet Rocketdyne. Such policy shall be current and strictly enforced while Transporter is providing services to Aerojet Rocketdyne. While on Aerojet Rocketdyne premises, Transporter's employees, agents and subcontractors shall comply with all instructions of Aerojet Rocketdyne's Security and Environmental personnel or others relating to Aerojet Rocketdyne's safety and environmental policies, as well as the following policies which are available for inspection on Aerojet Rocketdyne's SupplierNet web site at www.rocket.com/supplernet or by request to the Buyer:
 - i. [ETH-D001](#), Code of Business Conduct;
 - ii. HR-D100, Standards of Conduct and Performance;
 - iii. HR-D101, Harassment;
 - iv. HR-D102, Violence in the Workplace; and
 - v. HR-D200, Substance Abuse.Violation of Aerojet Rocketdyne policies is grounds for immediate removal of Transporter's employer's, agents and subcontractors and may be grounds for termination of this Contract.
 - e. Transporter, if providing the Transportation Services in support of this Contract, shall utilize suitable equipment, materials and skilled, experienced employees who are trained to perform their duties in accordance with the accepted industry practices. Training records and/or copies of drivers' training certificates are on file with Transporter and available for review by Aerojet Rocketdyne upon request.
 - f. Transporter has a training program that addresses
 - i. facility evacuation,
 - ii. use and inspection of safety and emergency equipment;
 - iii. emergency response procedures and contingency plan follow-through;
 - iv. container labeling and vehicle placarding; and
 - v. regular vehicle maintenance inspections.
 - g. Transporter has sufficient resources available to respond to emergencies/incidents, which may occur along established transportation routes.
 - h. Transporter is not listed in the List of Parties Excluded from Federal Procurement or Non-Procurement established pursuant to Executive Order 12549, May 26, 1988, or otherwise ineligible to perform services for the Federal Government or Aerojet Rocketdyne and



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- shall immediately notify Aerojet Rocketdyne if placed on such List.
- i. Transporter shall provide the Services strictly in accordance with this Contract and shall not transport or otherwise take action with respect to any Waste Material except as specified in the applicable Manifest.
 - j. Transporter
 - i. is a corporation duly organized, validly existing, and in good standing under the laws of its state of incorporation;
 - ii. is duly qualified to do business in each jurisdiction where the nature of its activities requires it to be so qualified; and
 - iii. has full power and authority under its Certificate of Incorporation, Bylaws, Regulations or other constitutional or similar documents and the laws of the state of its incorporation to execute, deliver, and perform this Contract.
 - k. Transporter's execution, delivery and performance of this Contract has been duly authorized by all requisite corporate action; this Contract is a valid, binding, and legal obligation on Transporter; and neither its execution and delivery of this Contract nor its full performance of its obligations hereunder will violate or breach, or otherwise constitute or give rise to a default under the terms or provisions of its Certificate of Incorporation, Bylaws, Regulations or other constitutional or similar documents or of any material contract, commitment, or other obligation to which it is a party.
 - l. Transporter shall abide by the requirements set forth in Aerojet Rocketdyne 's Contractors Safety procedure (EHS-AP008) when performing work on site at any Aerojet Rocketdyne or Aerojet Rocketdyne Affiliate facility.
 - m. The representations, warranties and covenants of Transporter in this Section 8 shall be deemed to be made again by Transporter upon and with respect to each Services Quotation and/or Manifest.
- 9. AEROJET ROCKETDYNE 'S WARRANTIES.** Aerojet Rocketdyne warrants and represents to and covenants with Transporter that:
- a. Aerojet Rocketdyne shall provide Transporter with a true and correct description of the Waste Material in a Manifest.
 - b. Aerojet Rocketdyne shall notify Transporter of any material risks and necessary safety equipment requirements with respect to the Waste Material which Aerojet Rocketdyne has reason to believe are uniquely known to Aerojet Rocketdyne .
 - c. Aerojet Rocketdyne is under no legal restraint that prohibits the transfer of such Waste Material to Transporter.
- d. Aerojet Rocketdyne , in the event it is not the generator (as defined in 40 CFR 260.10) of the Waste Material, has all necessary authority to enter in to this Contract with respect to such Waste Material;
 - e. Aerojet Rocketdyne shall in connection with this Contract comply with all Applicable Law and shall provide Transporter with a reasonably safe work environment for any Services under this Contract that must be performed on premises owned or controlled by Aerojet Rocketdyne or Aerojet Rocketdyne Affiliate.
 - f. Aerojet Rocketdyne
 - i. is a corporation duly organized, validly existing, and in good standing under the laws of its state of incorporation;
 - ii. is duly qualified to do business in each jurisdiction where the nature of its activities requires it to be so qualified; and
 - iii. has full power and authority under its Certificate of Incorporation, Bylaws, Regulations or other constitutional or similar documents and the laws of the state of its incorporation to execute, deliver, and perform this Contract.
 - g. Aerojet Rocketdyne 's execution, delivery and performance of this Contract has been duly authorized by all requisite corporate action; this Contract is a valid, binding, and legal obligation on Aerojet Rocketdyne ; and neither its execution and delivery of this Contract nor its full performance of its obligations hereunder will violate or breach, or otherwise constitute or give rise to a default under, the terms or provisions of its Certificate of Incorporation, Bylaws, Regulations or other constitutional or similar documents or of any material contract, commitment, or other obligation to which it is a party.
 - h. Aerojet Rocketdyne shall notify Transporter if special safety equipment or special handling is required for Waste Material being transported.
- 10. WORK ON AEROJET ROCKETDYNE 'S PREMISES.** Aerojet Rocketdyne shall provide Transporter with a reasonably safe working environment for any performance under this Contract that must be undertaken on premises owned or controlled by Aerojet Rocketdyne or its Affiliate. While Transporter, its employees, agents, or subcontractors are on Aerojet Rocketdyne 's or its Affiliate's premises, Transporter will maintain strict work discipline and perform its work in compliance with all Applicable Laws, including, without limitation, those pertaining to occupational safety and health and Aerojet Rocketdyne 's contractor safety procedures (EHS-AP008), and other policies referenced above.
- 11. INSPECTIONS.** Aerojet Rocketdyne shall have the right, but not the obligation, to:



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- a. inspect and obtain, at its expense, copies of all
 - i. licenses, permits, certifications, registrations, clearances and approvals issued by any governmental entity or agency to Transporter which are applicable to the performance of this Contract and
 - ii. any documents which Transporter is required to file or maintain under any Applicable Law which are applicable to the performance of this Contract;
- b. inspect and test, at its own expense, transportation vehicles or vessels, provided by Transporter; and
- c. inspect the operations conducted by Transporter in the performance of this Contract. Any inspection or failure to inspect by Aerojet Rocketdyne shall not operate to relieve or otherwise affect the

representations, warranties, responsibilities or liabilities of Transporter under this Contract.

- 12. **NOTICES.** Except as otherwise provided in this Contract, any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given:
 - i. if sent by hand or overnight courier, upon the delivery thereof,
 - ii. if sent by facsimile transmission, upon confirmation of receipt of such facsimile, and
 - iii. if sent by mail, 3 days after having been sent by registered or certified mail, postage prepaid, return receipt requested, to the address of the respective parties identified on the Purchase Order, or by electronic mail (email) to a named individual identified to receive such notice.

(End)