



Supplemental Terms and Conditions for Purchases of Items that Could Pose a Hazard to the Environment

SCM-AS302-10
May 4, 2021
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Revision 5

(This is not for purchase of environmental services, which include but are not limited to, engineering services, geotechnical services, sampling, analysis, containment, treatment, site assessments, remediation, transportation and emergency response.)

These supplemental terms and conditions are in addition to any other terms and conditions incorporated in this Request for Quote or Purchase Order/contract. In the event of a conflict between this SCM-AS302-10 and other terms and conditions, SCM-AS302-10 shall take precedence.

1. Seller agrees to provide products which are free of asbestos unless Seller has notified Aerojet Rocketdyne in advance and has obtained Aerojet Rocketdyne's written consent to the use of asbestos.
2. Seller represents and warrants that it will use best efforts to prevent and minimize releases of hazardous substances or constituents to the environment, as well as prevent and minimize risk of endangerment to human health or the environment from any manufacturing process. Seller represents and warrants that in the event of a release or spill of any raw material, intermediate or waste associated with a manufacturing process, it will use best efforts to mitigate actual or potential impacts to the environment.
3. Seller agrees it shall be solely and directly responsible for managing all wastes associated with its manufacturing process and that all wastes shall remain the property of Seller. Seller shall manage any and all such wastes in compliance with applicable federal, state and local laws and regulations.
4. Seller agrees to notify Aerojet Rocketdyne in writing within five days of any significant event involving any of its manufacturing processes, including but not limited to, any spill, leak or release to the environment of any raw material or associated waste, which also requires notification to a state or federal agency, including but not limited to: (1) the date of release, (2) the quantity and type of material released; (3) efforts to mitigate impacts from the release.
5. Seller certifies that the chemicals being provided to Aerojet Rocketdyne are on the Toxic Substances Control Act (TSCA) inventory.
6. **OSHA Indemnity Clause.**
 - a. Seller warrants that it has complied, and will comply, with all federal, state and local laws, regulations and directives that may relate to this Contract, and that Seller shall obtain all permits or licenses required for the manufacture, sale, shipment and installation of the goods, or for the provision of the services, ordered hereunder.
 - b. Seller agrees that any services to be rendered or goods to be furnished by Seller under this Contract shall be rendered or furnished as an independent contractor, and are at Seller's risk as to the methods, processes, procedures and conduct of the work. Seller shall be solely responsible for understanding the methods, processes, procedures and conduct of the work, including control of the associated hazards thereof, to assure the safety of its performance and that of its subcontractors and suppliers under this Contract, and for the protection of all persons, premises or facilities involved in said performance, whether on Seller's property, Aerojet Rocketdyne's property or elsewhere.
 - c. Seller will indemnify, defend, and hold harmless Aerojet Rocketdyne and its duly authorized representatives, including Officers and Directors, from and against any and all losses, liabilities, damages, claims, demands, liens, subrogation, suits, actions, sanctions, expenses and administrative or other proceedings, including court costs and reasonable attorneys fees, to the extent arising from the performance of Seller's work, or that of its subcontractors or suppliers, and resulting or alleged to have resulted from any defect in design, workmanship or materials, or from any negligence or malfeasance, or from any breach of applicable laws, regulations, safety standards or directives, but excluding Aerojet Rocketdyne's sole negligence or willful misconduct. Seller will promptly advise Aerojet Rocketdyne of any such suit, action or proceeding which may be brought or threatened against Aerojet Rocketdyne or Seller and, at Aerojet Rocketdyne's election and request, assume full responsibility for its defense. The provisions of this paragraph shall survive the termination, cancellation or completion of this Contract.