



## SUPPLEMENTAL WASTE TRANSPORTATION AND DISPOSAL TERMS AND CONDITIONS

SCM-AS302-8  
July 12, 2017

These Supplemental Waste Transportation and Disposal 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. "Disposer" means each of the entities which are designated as a Disposer on the signature page of this Contract, provided that unless the context otherwise requires, in determining the rights and obligations of the parties hereunder, the use of the term Disposer in this Contract shall be deemed to include the Disposer or Service Provider, and any assignee or delegate of such Disposer as approved by Aerojet Rocketdyne and includes all services agreed to be provided in accordance with the terms of the Contract. Disposer as used herein means the same as "Seller" as referenced in the Aerojet Rocketdyne General Provisions.
- e. "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 Treatment, Storage or Disposal Facility (TSD) facility.
- f. "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.
- g. "Land Disposal Restriction Notification Report or Form" (LDR) is the document that establishes the standard for the treatment of the Hazardous Waste.

- h. "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 Disposer 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 at the designated TSD under Applicable Law or due to the design, policies or permit conditions of the designated TSD or (ii) that is improperly containerized, labeled, marked or placarded by Aerojet Rocketdyne. The term Nonconforming Waste Material excludes any Waste Material for which Disposer has not rightfully revoked its acceptance pursuant to Section 5 hereof.
  - i. "Services" means analyzing, handling, transporting, treating, disposing and storing of Waste Material to the extent specified herein or on a shipping manifest
  - j. "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.
  - k. "Services Quotation" means a quotation request from the Disposer to provide Services for the acceptable Waste Material profiled within a Generator Waste Material Profile Sheet.
  - l. "Shipping Manifest" means a document that specifically identifies the Aerojet Rocketdyne Waste Material subject to this Contract and includes details for the transportation, handling, treatment, disposal and/or storage of Hazardous Waste to and at a TSD pre-approved by Aerojet Rocketdyne pursuant to this Contract. See also "Manifest".
  - m. "Treatment" refers to any method, technique, or process designed to change the physical, chemical or biological character or composition of a Waste Material to neutralize such Waste Material or to render such Waste Material non-hazardous, safer for transport, amenable for recovery, amenable for storage or reduced in volume. This would include, but not be limited to the removal of solids and/or pollutants from solid waste, waste-streams, effluents, and air emissions to substantially reduce or eliminate its potential for causing harm to human health or the environment.
  - n. "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



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under RCRA (Resource Conservation and Recovery Act), 42 U.S.C. Section 6901 et seq.

- o. "Uniform Hazardous Waste Manifest (Manifest)" means the form, which contains the United States Department of Transportation description, including proper shipping name, hazard class, ID Number, container type, quantity, weight, volume, and approved designated disposal facility. It is the tracking document used to track the shipment of Hazardous Waste from generator through ultimate disposition/disposal.
- p. "Unit of Waste Material" or "Unit of Nonconforming Waste Material" refers to a single whole container of Waste Material or Nonconforming Waste Material, respectively.
- q. "Waste Material" means the material tendered by Aerojet Rocketdyne to Disposer including, without limitation, materials tendered by Aerojet Rocketdyne to Disposer by or through a Service Provider.

**2. GENERAL REQUIREMENTS FOR SERVICES.**

- a. This Contract is for the transportation of Waste Material to and/or disposal of Waste Material at 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 Disposer 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 Disposer 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 Disposer 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 Disposer to comply with the Contract and Disposer shall, with respect to the handling, loading, transporting, storing, processing, treating, disposing, transferring, selling, recovering, recycling, reclaiming or using 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 establish the service type, performance period, billing schedule, approved disposal sites and any other pertinent details, which have been mutually agreed upon between the Disposer 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 Disposer in writing (email is acceptable) to specify a specific need to transport and dispose of 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 Disposer with a completed signed Generator Waste Material Profile Sheet containing all of the information specified therein. If required by Disposer, a sample of Waste Material will be provided.
- b. If Disposer does not desire to provide Services with respect to such Waste Material, it shall promptly so notify Aerojet Rocketdyne. If Disposer 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 Disposer in writing to provide Service in accordance with the Contract and the Service Quotation, whereupon Disposer 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 Disposer as agreed and identified on the Manifest. Disposer shall be deemed to have accepted the tendered Units of Waste Material upon taking possession thereof or by the execution of



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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 Disposer.

**5. REVOCATION OF ACCEPTANCE.**

a. Subject to Section 5.b, Disposer may revoke its acceptance of any Unit of Nonconforming Waste Material only if all of the following conditions are satisfied:

i. Disposer provides Aerojet Rocketdyne immediate telephonic notice at the time it has discovered a Unit of Nonconforming Waste Material and, within 30 days thereafter, provides Aerojet Rocketdyne a written revocation notice at the Aerojet Rocketdyne location at which the Nonconforming Waste Material was tendered. The written notice shall describe and set forth the basis of the alleged nonconformity; and

ii. Subsequent to the transfer of any Unit of Nonconforming Waste Material to Disposer, there has not been, any (A) mixture or consolidation of the Nonconforming Waste Material with any other waste or materials, (B) material change in the condition of the Nonconforming Waste Material, including without limitation, by treatment, processing, incineration, or stabilization or (C) transfer of ownership, possession or control of Nonconforming Waste Material by Disposer to a third party, the transfer of which was not approved by Aerojet Rocketdyne; and

iii. Disposer did not accept such Nonconforming Waste Material with actual knowledge of the nonconformity.

b. Any attempted revocation of acceptance of a Unit of Nonconforming Waste Material by Disposer shall be subject to the following:

i. Aerojet Rocketdyne may promptly, after receipt of a revocation notice from Disposer, notify Disposer of Aerojet Rocketdyne's intent (A) to test such Nonconforming Waste Material to verify the alleged nonconformity, and/or (B) to correct any improper containerization, marking, labeling or placarding. If requested by Aerojet Rocketdyne, Disposer, at the Aerojet Rocketdyne's direction and reasonable expense, shall arrange for such testing or corrections. If Waste Material is determined by Disposer to be Nonconforming Waste Material solely on the basis that it contains materials not described in the applicable Uniform Hazardous Waste

Manifest that increase the cost of providing Services, then Disposer shall in good faith determine the amount of such increased cost and offer to provide Services to Aerojet Rocketdyne with respect to such Waste Material for a fee increased by the amount of such increased cost. If the alleged nonconformity relates to the chemical composition of the Waste Material and such testing establishes that the Waste Material is not Nonconforming Waste Material or if Aerojet Rocketdyne's corrections eliminate the improper containerization, labeling, marking or placarding or Aerojet Rocketdyne agrees to accept Services for such increased fee, then such Waste Material shall be deemed accepted by Disposer and Disposer shall proceed to provide Services with respect to such Waste Material. Disposer shall retain possession of any such Waste Material until such testing, correcting or re-offer has been completed.

ii. If Disposer rightfully revokes its acceptance of a Unit of Nonconforming Waste Material, Disposer and Aerojet Rocketdyne shall, in good faith, attempt to amend the applicable Uniform Hazardous Waste Manifest to provide for Services to be performed with respect to any Units of Nonconforming Waste Material. If the parties cannot, within a reasonable time after such revocation (including any time provided for correction, testing or re-offering under Section 5(b)(i)), agree on necessary amendments, Disposer shall cooperate with Aerojet Rocketdyne so that Aerojet Rocketdyne can promptly cause any Units of Nonconforming Waste Material to be safely and lawfully removed from the facility to Aerojet Rocketdyne's location or another lawful place of disposition. Aerojet Rocketdyne shall pay Disposer its reasonable expenses and charges for handling and storing any Units of Nonconforming Waste Material, the acceptance of which has been rightfully revoked by Disposer.

iii. A justified revocation of acceptance by Disposer re-vests title to Aerojet Rocketdyne, including risk of loss and all other incidents of ownership, at the time such revocation of acceptance is received by Aerojet Rocketdyne; provided that during the period of Disposer's possession of Non-Conforming Waste Material after a justified revocation of acceptance has been received by Aerojet Rocketdyne, the duty of Disposer with



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respect to such Non-Conforming Waste Material shall be that of a bailee for hire.

### 6. PERFORMANCE OF SERVICES.

- a. Aerojet Rocketdyne shall be responsible for coordinating the delivery of Waste Material to Disposer, unless Disposer has been directed otherwise.
- b. Aerojet Rocketdyne will provide Disposer with a completed signed Manifest and LDR, if applicable, at time of the Service request. Disposer is not authorized to accept Waste Material unless it has received a completed signed Manifest from Aerojet Rocketdyne.
- c. If Disposer is providing transportation services pursuant to this Contract, upon delivery of Waste Material to the designated TSD facility, the individual providing the transportation services on behalf of Disposer shall obtain a signed copy of the Manifest from the TSD facility prior to leaving the facility.
- d. Disposer shall, in accordance with this Contract, provide Services with respect to the Waste Material accepted by Disposer and comply with Applicable Laws, including, but not limited to 40 CFR Parts 263 and 264 and 49 CFR Part 171-179.
- e. Disposer 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, if transportation is being provided by Disposer, and shall transport any Waste Material in a vehicle that conforms to United States Department of Transportation (DOT) regulations.
- f. Disposer, upon completion of Services with respect to a Unit of Waste Material, shall deliver to Aerojet Rocketdyne proof of such completion (e.g., Manifest and a certificate of treatment or disposal) within 30 days.
- g. Disposer shall be allowed to co-mingle Aerojet Rocketdyne Waste Material with compatible Waste Material generated by other generators and being lawfully transported by Disposer's transporter unless otherwise directed by Aerojet Rocketdyne.
- h. Disposer 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](http://www.rocket.com/suppliernet) at [www.rocket.com/suppliernet](http://www.rocket.com/suppliernet) or available upon request to the Buyer) when performing work on-site at any Aerojet Rocketdyne or Aerojet Rocketdyne Affiliate facility.

### 7. 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. Disposer may: (i) terminate this Contract with or without cause, upon 60 days prior written notice to Aerojet Rocketdyne; (ii) terminate this Contract 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 Disposer; (ii) terminate this Contract immediately upon notice to Aerojet Rocketdyne that Disposer (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 Disposer to perform any of its obligations under this Contract which failure is not cured within 14 days after receipt by Disposer 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 Disposer or any agent, employee or delegate of Disposer, and Disposer 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; (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, 6 (c) through (e), 7 (d), 9, and 12, of this Contract shall survive any such termination. If Disposer 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 Disposer and remove such Waste Material.

8. **COMPENSATION.** In consideration of Services rendered, Aerojet Rocketdyne shall pay Disposer such fees as are provided for in this Contract and any



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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 and/or Manifest. Disposer shall retain copies of invoices sent to Aerojet Rocketdyne for a period of six (6) years after the final closeout of the Contract.

**9. DISPOSER'S WARRANTIES.** Disposer warrants and represents to and covenants with Aerojet Rocketdyne that:

- a. Disposer 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. Disposer 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 Disposer in the performance of this Contract and subsequent Manifests.
- c. Disposer is an approved USEPA and State regulated Hazardous Waste Treatment, Storage, and Disposal Facility in accordance with the Resource Conservation and Recovery Act (RCRA), 42 U.S. C. Section 6901 et seq.
- d. Disposer understands the hazards and risks, which are presented to human beings, property and the environment with respect to the transportation of Waste Materials; Disposer'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; load securement.
- e. Disposer has a drug screening policy for its drivers and all other personnel who are employed by the Disposer to provide services to Aerojet Rocketdyne. Such policy shall be current and strictly enforced while Disposer is

providing services to Aerojet Rocketdyne. While on Aerojet Rocketdyne premises, Disposer'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/suppliernet](http://www.rocket.com/suppliernet) or by request to the Buyer: (i) ETH-D.1.05.01.01, Conflicts of Interest; (ii) AR-POLICY-402, Standards of Conduct and Performance; (iii) AR-POLICY-406, Policy Against Sexual and Other Workplace Harassment; (iv) AR-POLICY-405, Workplace Violence Prevention; and (v) AR-POLICY-409, Substance Abuse. Violation of Aerojet Rocketdyne policies is grounds for immediate removal of Disposer's employer's, agents and subcontractors and may be grounds for termination of this Contract.

- f. Disposer, 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 Disposer and available for review by Aerojet Rocketdyne upon request.
- g. Disposer 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.
- h. Disposer has sufficient resources available to respond to emergencies/incidents, which may occur along established transportation routes, if Disposer is the transporter or arranger of such transportation.
- i. Disposer 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 shall immediately notify Aerojet Rocketdyne if placed on such List.
- j. Disposer shall provide the Services strictly in accordance with this Contract and shall not transport, store, process, recycle, treat, dispose or otherwise take action with respect to any Waste Material except as specified in the applicable Manifest.
- k. Disposer (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



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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.

- l. Disposer'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 Disposer; 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.
- m. Disposer shall abide by the requirements set forth in Aerojet Rocketdyne's Contractors Environmental Health & Safety Standard when performing work on site at any Aerojet Rocketdyne or Aerojet Rocketdyne Affiliate facility.
- n. All storage, processing, recycling, treatment and disposal facilities, which are used in providing Services under this Contract will be owned and operated by Disposer.
- o. The representations, warranties and covenants of Disposer in this Section 9 shall be deemed to be made again by Disposer upon and with respect to each Services Quotation and/or Manifest.

**10. AEROJET ROCKETDYNE'S WARRANTIES.** Aerojet Rocketdyne warrants and represents to and covenants with Disposer that:

- a. Aerojet Rocketdyne shall provide Disposer with a true and correct description of Waste Materials in a Manifest.
- b. Aerojet Rocketdyne shall notify Disposer of any material risks and necessary safety equipment requirements with respect to the Waste Materials 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 Materials to Disposer.
- 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 Materials;
- e. Aerojet Rocketdyne shall in connection with this Contract comply with all Applicable Law and shall provide Disposer 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 Disposer if special safety equipment or special handling is required for Waste Material being transported.

**11. WORK ON AEROJET ROCKETDYNE'S PREMISES.**

Aerojet Rocketdyne shall provide Disposer 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 Disposer, its employees, agents, or subcontractors are on Aerojet Rocketdyne's or its Affiliate's premises, Disposer 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 safety procedures (EHS-AP008), and other policies referenced above.

**12. INSPECTIONS.** Aerojet Rocketdyne shall have the right, but not the obligation, to:

- 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 Disposer which are applicable to the performance of this Contract and



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- ii. any documents which Disposer 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 Disposer; and
  - c. inspect the operations conducted by Disposer 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 Disposer under this Contract.
- 13. 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)