

General Purchase Order Terms and Conditions

DEFINITION: As used in this Purchase Order the term "FAR" means Federal Acquisition Regulations. The effective dates of the below-referred FAR clauses shall be the dates of corresponding clauses in the prime contract that are referenced in this Purchase Order. Any reference to a "Disputes" clause in the prime contract under which this Purchase Order is issued shall be inapplicable to this Purchase Order. If this Purchase Order includes a Government contract number, then any property furnished herewith is considered government-furnished property which must be accounted for in accordance with FAR Part 45. Refer to General Purchase Order Terms and Conditions for risk of loss.

1. ACCEPTANCE OF PURCHASE ORDER - This Purchase Order is Buyer's offer to Seller for the materials specified or the work to be performed hereunder and, together with any attachments specifically incorporated herein by reference, contains the entire agreement between Buyer and Seller with respect to such materials or work, and supersedes any other agreements or understanding made to the date hereof. This offer shall become a Contract on the terms and conditions stated herein when it is accepted by Seller by either acknowledgement or performance. No change, modification or revision of this Purchase Order shall be valid unless in writing signed by Buyer.

Either party may execute this Purchase Order and any additional documents including, but not limited to, modifications, change orders and representations and certifications related to this Purchase Order by facsimile or electronic signature. The other party shall be entitled to rely on such facsimile or electronic signature as evidence that this Purchase Order has been duly executed by an authorized representative. Further, neither party shall contest the validity of this Purchase Order based on the use of facsimile or electronic signatures.

2. PACKING AND SHIPPING - All items must be suitably packed and prepared for shipment to secure lowest transportation rates and comply with carrier regulations, otherwise the difference in packing, crating and cartage, as the case may be, will be charged to Seller. No charges will be paid by Buyer for packing, crating or cartage unless stated in the Purchase Order. All shipments to be forwarded on one day via one route must be consolidated.

3. DELIVERY- Deliveries shall be strictly in accordance with the schedule set out or referred to in the Purchase Order and in exact quantities. If Seller's deliveries will not meet such schedule, Buyer may request Seller to ship via routing necessary to meet schedule or recover time lost by nondelivery on schedule, and the difference between revised routing and order routing costs shall be paid by Seller. Time is of the essence, and failure by Seller to complete delivery within the time specified shall, at Buyer's option without liability, in addition to Buyer's other rights and remedies, relieve Buyer of any obligation to accept and pay for any such material or work.

4. INVOICES AND PAYMENT - Unless otherwise provided in this Purchase Order, no invoices shall be issued nor payments made prior to delivery. Individual invoices must be issued for each shipment under this Purchase Order. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. All payments are subject to adjustment for shortage or rejection.

Copies of all invoices shall be forwarded to SwRI at P.O. Box 28510, San Antonio, Texas 78228, Attn: Accounts Payable (ap@swri.org), and shall reference the Purchase Order number.

Seller shall take the following action in the case of any duplicate financing or invoice payment, or if Buyer has otherwise overpaid Seller:

- 1) Remit overpayment amount to Buyer with a description of overpayment including:
 - (a) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment liquidation errors, etc.);
 - (b) Date(s) of overpayment;
 - (c) Purchase Order number affected;
 - (d) Affected contract line item or sub-line item, if applicable, and Contractor/Supplier point of contact.
- 2) Provide a copy of the remittance and supporting documentation to Buyer.

5. WARRANTIES - Seller warrants: (a) all items delivered under this Purchase Order will be free from defects in material and workmanship, will conform to applicable specifications and drawings and, to the extent such items are not manufactured pursuant to detailed designs furnished by Buyer, will be free from defects in design and suitable for the intended purposes; (b) unless otherwise stated on the face of this Purchase Order, all items delivered under this Purchase Order are new, have not been previously used and are not former Government surplus property; (c) all materials herein described and the sale thereof do not, and the use of the same for their intended purposes will not, constitute infringement or contributory infringement of any patent, copyright or trademark, or violation of any trade secret; and (d) in the performance of this Purchase Order. Seller has complied or will comply with all applicable Federal, State, and local laws and ordinances and all lawful orders, rules, and regulations thereunder. These warranties are in addition to and shall not be construed as restricting or limiting any warranties of Seller, expressed or implied, which are provided or exist by operation of law. The warranties of Seller, together with its service warranties and guarantees, if any, shall run to Buyer and its customers.

In addition, Seller warrants and certifies that: (a) all items supplied or delivered to Buyer under this Purchase Order do not contain one or more identified Conflict Minerals (including but not limited to, coltan, niobium, tantalum, tin, gold, or tungsten), as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act; (b) sub-suppliers from whom Seller purchases items do not sell items that contain one or more identified Conflict Minerals; and (c) if the items that Seller supplies or delivers to Buyer do contain one or more identified Conflict Minerals, such Conflict Minerals do NOT originate from the Democratic Republic

of Congo or an adjoining country. In the event the items Seller supplies or delivers to Buyer contain one or more identified Conflict Minerals, then Seller shall immediately notify Buyer of such.

6. INSPECTION - All items are subject to final inspection and acceptance by Buyer at destination, notwithstanding any prior payment or inspection at source, and such inspection shall be made within a reasonable time after delivery. Acceptance of any items by Buyer shall not be deemed to alter or affect the obligations of Seller or the rights of Buyer and its customers under the Warranties clause.

7. REJECTION - Buyer shall notify Seller if any items delivered hereunder are rejected and at Buyer's election and Seller's risk and expense, such items shall be held by Buyer or returned to Seller. No replacement of defective items shall be made by Seller unless agreed to in writing by Buyer.

8. CHANGES - Buyer may at any time by written notice make changes within the general scope of this Purchase Order to drawings and specifications, shipping instructions, quantities, and delivery schedule. Should any such change increase or decrease the cost of, or the time required for, performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be made. Any claims for adjustment by Seller must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon.

9. TITLE AND RISK OF LOSS - (a) Unless otherwise provided in this Purchase Order, Seller shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this Purchase Order at the FOB point specified on the face hereof, and upon such delivery title shall pass from Seller to Buyer and Seller's responsibility for loss or damage shall cease except for loss or damage resulting from Seller's negligence or failure to comply with this Purchase Order. Passing of title upon such delivery shall not constitute acceptance of the items by Buyer. (b) Unless otherwise provided in this Purchase Order, Seller upon delivery to it or manufacture or acquisition by it, of any materials; parts, special tooling or other property, assumes the risk of and shall be responsible for any loss thereof or damage thereto. Seller, in accordance with the provisions of this Purchase Order, but in any event upon completion thereof, shall return such property to Buyer in the condition in which it was received except for reasonable wear and tear and except to the extent that such property has been incorporated in items delivered under this Purchase Order, or has been consumed in normal performance of work under this Purchase Order. If Seller is furnished Government owned property for use in connection with this Purchase Order, Seller shall comply with the provisions of Federal Acquisition Regulations (FAR), PART 45 -GOVERNMENT PROPERTY which is hereby incorporated herein by reference. "Special Tooling" as herein used includes all special tools, jigs, fixtures, drawings, dies, molds, and patterns acquired or manufactured by Seller for use in the performance of this Purchase Order, and does not include any standard or perishable tooling, gauges, or measuring instruments.

10. STOP WORK ORDER - The rights and obligations specified in "Stop Work Order" clause contained in FAR Section 52.242-15 are hereby made applicable to this Purchase Order by reference except "Contracting Officer" shall mean "Buyer's Purchasing Representatives" the title "Termination for Convenience of the Government in paragraph (a)(2) means "Termination" and the words "for the convenience of the Government" in paragraph (c) are replaced by "in accordance with the Termination Clause."

11. TERMINATION AND DEFAULTS - The rights and obligations specified in FAR Section 52.249-2 and 52.249-8 are hereby made applicable to this Purchase Order and said sections are hereby incorporated in this Purchase Order by reference, except that the terms "Contracting Officer" and "Government" used therein shall mean "Buyer", "Contractor" shall mean "Seller", "Contract" shall mean, "this order", the "Termination for Convenience" clause shall mean the Termination clause referred to in this Article; and the reference therein to a "Disputes" clause shall be inapplicable. Waiver by Buyer of any default by Seller shall not be deemed a waiver of any other default in the "Termination of Convenience" clause, paragraph (c), the term "45 days" is changed to "90 days" and in paragraph (d) the term "1 year" is changed to "6 months". In no event shall Seller acquire any direct claim or cause of action against the United States government.

12. USE OF DESIGNS, DATA, ETC. - Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Buyer and use such items only in the production of items under this Purchase Order or other orders from Buyer, and not otherwise, unless Buyer's written consent is first obtained; provided, however, that Seller shall have the right to use such items upon written notice to Buyer in the manufacture of end items for direct sale to the Government to the extent the Government has the right under its prime contracts with Buyer to authorize such use by Seller. Upon completion or termination of this Purchase Order, Seller shall return all such items to Buyer or make such other disposition thereof as may be directed or approved by buyer.

13. INDEMNIFICATION AGAINST INFRINGEMENT - Seller agrees to indemnify Buyer, its successors, assigns, customers and agents from any and all costs, expenses and damages on account of any claim that any of the material covered by this Purchase Order (except material made to Buyer's detailed designs) infringes any United States Letters Patent, copyright or trademark, or that the same is a violation of any trade secret. Seller shall be notified promptly of each such claim and, to the extent of Buyer's right so to do, shall be offered control of the defense and settlement of any such claim.

14. NOTICE OF LABOR DISPUTE - Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer, Seller shall require of any subcontractor of any material or work hereunder the same or substantially the same obligation as that contained herein.

15. CLEARANCE OF MATERIAL INTENDED FOR PUBLIC RELEASE - No news release, advertisement, public announcement, denial or confirmation of same relating to any part of the subject matter of this Purchase Order or any phase of

any program hereunder shall be made directly or indirectly without prior written approval of Buyer. If this Purchase Order is issued under a government contract, the Government is excluded from the restrictions set out in this provision.

16. SUBCONTRACTING OR ASSIGNING - Neither this Purchase Order nor the obligations of Seller hereunder shall be subcontracted, assigned or delegated by operation of law or otherwise without Buyer's prior written consent.

17. GOVERNING LAW - The Purchase Order incorporating these terms and conditions and the performance of the parties hereunder shall be construed in accordance with and governed by the law of the State of Texas. Venue shall be San Antonio, Bexar County, Texas.

18. ADDITIONAL TERMS AND CONDITIONS - If this Purchase Order is issued under a government contract, as shown by a number in the block entitled "Government Contract Number" on the face of this Purchase Order, and to the extent they are required by the contract under which this Purchase Order is issued, or by the Federal Acquisition Regulations (FAR) or other comparable government procurement regulations, and subject to the exemptions, conditions, and limitations therein specified, the following terms and conditions and the DAR/FAR clauses listed in EXHIBIT A are incorporated herein and made a part hereof. Seller shall include in each lower-tier Purchase Order or subcontract the appropriate flow-down clauses as required by FAR and DFARs.

(a) **EQUAL EMPLOYMENT OPPORTUNITY**- Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810 the Seller shall comply with paragraph (1) through (7) of Section 202 of Executive Order 11248 and the clause set forth in FAR Section 52.222-26, which are incorporated by reference herein. The term "Contractor" and "Government Prime Contractor" shall mean Seller, and "Contract" shall mean this Purchase Order.

(b) **AFFIRMATIVE ACTION AND REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS** - Seller agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37 which are incorporated by reference herein.

(c) **AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**- Seller agrees to comply with rules, regulations, and relevant order for the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222-36 which is incorporated by reference herein.

(d) **Americans with Disabilities Act of 1990** – Seller agrees to comply with rules and regulations of the Americans with Disabilities Act of 1990 which is incorporated by reference herein.

(e) **DEFINITIONS** - Whenever appropriate, when used in any DAR/FAR regulation referenced in the terms and conditions applicable to this Purchase Order, "Contracting Officer" and "Government" shall mean Buyer, "Contractor" and "Government Prime Contractor" shall mean Seller, and "Contract" shall mean this Purchase Order.

(f) **INSPECTION AND AUDIT**- Seller's books and records and its plant, or such parts thereof as may be engaged in the performance of the Purchase Order, shall at all reasonable times be subject to inspection and audit by any authorized representatives of the United States Government.

(g) **EXAMINATION OF RECORDS BY COMPTROLLER GENERAL** - Seller agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the Purchase Order, have access to and the right to examine only directly pertinent books, documents, papers, and records of Seller involving transactions related to this Purchase Order.

(h) **QUALITY CONTROL**- If this Purchase Order requires compliance with MIL-1-45208, the terms and conditions of FAR Section 52.246-11 Higher-Level Contract Quality Requirement (Government Specification) (APR 1984) is incorporated herein by reference and made a part hereof.

(i) ENVIRONMENTAL LAWS

If this Purchase Order exceeds \$100,000, Seller shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C Sec. 1251 et seq.)

SERVICES - If the Seller is providing "Services" as part or all of this Purchase Order then the following clauses shall apply:

19. INDEPENDENT CONTRACTOR – Services rendered by Seller for Buyer and Seller's and Buyer's respective relationship in all matters related to this Purchase Order shall be as independent contractor and not as employee, agent or servant. Seller shall obey all federal, state, and local safety and health regulations in the performance of the services to be supplied hereunder, and while on the premises of the Buyer.

20. HOLD HARMLESS – SELLER HEREBY AGREES TO DEFEND AND FOREVER INDEMNIFY, RELEASE AND HOLD HARMLESS BUYER, ITS AGENTS AND EMPLOYEES FROM ANY AND ALL CAUSE OR CAUSES OF ACTION, INCLUDING PERSONAL INJURY, ILLNESS, DEATH, AND PROPERTY DAMAGE, COSTS, CHARGES, FINES, CLAIMS, DEMANDS, AND LIABILITIES OF WHATEVER KIND, NAME OR NATURE, ARISING FROM OR RELATING TO SELLER'S PERFORMANCE, OR FAILURE TO PERFORM HEREUNDER, INCLUDING BUT NOT LIMITED TO FAILURE TO COMPLY WITH EXHIBIT "B" AND "C" ATTACHED HERETO AS APPLICABLE, AND HOWSOEVER THE SAME BE CAUSED; EXCEPT AS A RESULT OF THE SOLE NEGLIGENCE OF BUYER.

21. CONTRACTOR INSURANCE – Seller shall comply with the insurance requirements EXHIBIT B attached to this Purchase Order and provide a certificate of insurance meeting these requirements prior to the start of work. Failure to comply can result in delay of payment.

22. FOREIGN NATIONAL – By acceptance of this Purchase Order for the performance of services required, the Seller agrees and covenants that the following conditions are met when providing any employee of Seller:

1. None of Seller's employees who provide services to Buyer pursuant to this Purchase Order are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986; and

2. If Seller's employees are foreign national workers present in the United States under a nonimmigrant visa category that carries authorization to work, Seller will furnish to Buyer a copy of the appropriate work authorization document for each foreign national worker verifying the work authorization, including but not limited to copy of employment authorization document, approved Form I-797 and certified labor condition application, or other acceptable documentation. Such employees will only be utilized to perform services which are not export controlled; and

3. All of Seller's employees who are to perform services which are export controlled shall be United States citizens or legal permanent residents of the United States.

23. RETAIN IN CONFIDENCE – Seller agrees it will retain in confidence and not use or disclose to others any of Buyer's trade secrets, confidential know-how, data or other information acquired by, or disclosed to Seller by or on behalf of Buyer.

24. NO ADVERTISING – No advertising or publicity containing any reference to Buyer or any of its employees either directly or by implication, shall be made use of by Seller or on Seller's behalf without Buyer's written approval.

25. LIEN RELEASE – The Seller shall not permit any actual or purported lien, charge or claim to attach or attempt to attach to the work, the site or any amounts due or to become due to the Seller under this Purchase Order. If any lien, charge or claim is so asserted, the Seller shall promptly procure its release and indemnify the Buyer against all damage and expense incident thereto. Upon completion of the work and before any final payment and settlement, the Seller shall provide evidence satisfactory to the Buyer of payment and release of debts, taxes, liens, charges, obligations and claims for or relating to labor, materials, subcontractors and sub-subcontractors.

26. TRAVEL EXPENSES - Reimbursement of travel expenses shall only be considered for actual costs incurred and must be accompanied by detailed receipts. Travel expenses for lodging and per diem (including meals and incidentals must be in compliance with current Federal Travel Regulation (FTR) for applicable location(s) at the time of travel. Airfare will be reimbursed for the lowest priced airfare available to the Contractor during normal business hours and costs incurred for luxury rental automobiles will not be reimbursed. Reimbursement for personal vehicle usage/mileage shall be in accordance with the current FTR mileage rate at the time of travel.

27. CONSTRUCTION AND/OR SERVICES PERFORMED ON BUYER'S PREMISES – If Seller is performing construction and/or other services on a premises owned or controlled by Buyer, Seller shall comply with all safety, security and environmental requirements set forth in Exhibit "C" attached to this Purchase Order.

TEXAS SALES TAX EXEMPTION CERTIFICATE – We claim an exemption from payment of sales and use taxes for the purchase of taxable items described on the reverse side hereof. We claim this exemption because Southwest Research Institute is a non-profit organization that qualifies under Section 151.310 of the Texas Tax Code. We understand that we will be liable for payment of sales tax which may become due for failure to comply with the provisions of the state, city and/or metropolitan transit authority sales and tax laws and Comptroller rules regarding exempt purchases. Liability for the tax will be determined by the price paid for the taxable item purchased or the fair market value for the period of time used. We understand that it is a misdemeanor to give an exemption certificate to the Seller for taxable items which we know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, upon conviction, may be fined up to \$500.00 per offense. Sales and use tax "exemption numbers" do not exist.

Revised April 2014

**Exhibit A to General Purchase Order Terms and Conditions
Government Acquisition Clauses Incorporated by Reference**

These clauses shall be incorporated by reference as specified in the Federal Acquisition Regulations (FAR). These clauses shall be incorporated into this Purchase Order with the same force and effect as if they were given in full text. Upon request, the full text will be made available. The obligations of the Contractor to the Government as provided in said clauses shall be deemed to be the obligations of the Seller to the Buyer.

Wherever necessary to make the context of the clauses set forth in this Exhibit "A" applicable to this Purchase Order the term "Contractor", and "Subcontractor" shall mean Seller, the term "Contract", and "Subcontract" shall mean this Purchase Order, and the terms "Government", and "Contracting Officer" equivalent phrases shall mean Buyer, except in the following cases, where the terms "Government" and "Contracting Officer" do not change designation: (1) In the phrases "Government Property", "Government-Owned Property", "Government Equipment", and "Government-Owned Equipment", (2) When a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting officer or his duly authorized representative, (3) When title to property is to be transferred directly to the Government, and (4) Anywhere in FAR Clause Nos. 52.227-all and 52.246-23.

52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006)

52.203-7 Anti-Kickback Procedures (Oct 2010)

52.204-2 Security Requirements (Aug 1996)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)

52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (Jul 2010)

52.211-5 Material Requirements (Aug 2000) – 11.304 (non-commercial items)

52.211-15 Defense Priority and Allocation Requirements (Apr 2008) – 11.604(b) – (rated orders)

52.214-26 Audit and Records—Sealed Bidding (Oct 2010)

52.214-27 Price Reduction for Defective Cost or Pricing Data—Modifications—Sealed Bidding (Aug 2011)

52.214-28 Subcontractor Cost or Pricing Data—Modifications—Sealed Bidding (Oct 2010)

NOTE: The obligations which FAR clause 52.214-28 in the Prime Contract requires of subcontractors are required of Seller. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in Table 15-2 of FAR Clause 15.408. In addition to any remedies provided by law or under this Purchase Order, if Buyer is subjected to any liability as the result of Seller's, or Seller's subcontractor's, failure to comply with the requirements of FAR clause 52.214-28, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's overhead and profit) resulting from such failure.

52.215-2 Audit and Records—Negotiation (Oct 2010)

52.215-10 Price Reduction for Defective Cost or Pricing Data (Aug 2011)

NOTE: The obligations that FAR clause 52.215-20 in the Prime Contract requires of subcontractors are required of Seller. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR 15.406-2. In addition to any other remedies provided by law or under this Purchase Order, if Buyer is subject to any liability as the result of Seller's or its subcontractor's submission and certification of cost or pricing data as set forth in subparagraphs (a)(1) or (a)(2) of this clause, or their furnishing of data or any description that is incomplete, inaccurate or not current as set forth in subparagraph (a)(2) of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's overhead and profit) resulting from such failure.

52.215-11 Price Reduction for Defective Cost or Pricing Data—Modifications (Aug 2011)

NOTE: The obligations which FAR clause 52.215-21 in the Prime Contract requires of subcontractors are required of Seller. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR 15.406-2. In addition to any other remedies provided by law or under this Purchase Order, if Buyer is subject to any liability as the result of Seller's or its subcontractor's submission and certification of cost or pricing data as set forth in subparagraphs (a)(1) or (a)(2) of this clause, or their furnishing of data or any description that is inaccurate as set forth in subparagraph (a)(3) of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's overhead and profit) resulting from such failure.

52.215-12 Subcontractor Cost or Pricing Data (Oct 2010)

NOTE: Applicable if the Purchase Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, and cost or pricing data is required by paragraph (a) to be submitted in connection with the award of the Purchase Order.

52.215-13 Subcontractor Cost or Pricing Data—Modifications (Oct 2010)

NOTE: Applicable if the Purchase Order, on the date of agreement on price or the date of award, whichever is later, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and FAR 52.215-11 is applicable to this Purchase Order.

52.215-15 Pension Adjustments and Asset Reversions (Oct 2010)

NOTE: Applicable in solicitations and Purchase Orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31.

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)

NOTE: Applicable in solicitations and Purchase Orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.

52.219-8 Utilization of Small Business Concerns (Jan 2011)

52.219-9 Small Business Subcontracting Plan (Jan 2011)

52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation (Jul 2005)

Revised April 2014

NOTE: This clause applies if the Purchase Order exceeds \$150,000. Also, under the clause, Buyer may withhold or recover from Seller such sums as the Contracting Officer may withhold or recover from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-20 Walsh-Healey Public Contracts Act (Oct 2010)

NOTE: This clause applies if this Purchase Order exceeds \$15,000.

52.222-21 Prohibition of Segregated Facilities (Feb 1999)

52.222-26 Equal Opportunity (Mar 2007)

52.222-35 Equal Opportunity for Veterans (Sep 2010)

NOTE: This clause is applicable if this Purchase Order is for \$100,000, or more.

52.222-36 Affirmative Action for Workers with Disabilities (Oct 2010)

52.222-54 Employment Eligibility Verification (Jan 2009)

NOTE: This clause is applicable if this Purchase Order exceeds \$150,000.

52.222-37 Employment Reports Veterans (Sep 2010)

52.223-18 Contractor Policy to Ban Text Messaging While Driving (Aug 2011)

52.225-1 Buy American Act—Supplies (Feb 2009)

NOTE: This clause applies only if the Seller is supplying an item that is an end product under the Buyer's prime contract and the prime contract contains the clause at FAR 52.225-1.

52.225-3 Buy American Act—Free Trade Agreements—Israeli Trade Act (Jun 2009)

NOTE: This clause applies only if the Seller is supplying an item which is an end product under the prime contract and the prime contract contains the clause at FAR 52.225-3. In the event the prime contract contains that clause in one of its alternate versions, the equivalent alternate version will be used.

52.225-5 Trade Agreements (Nov 2011)

NOTE: This clause applies only if the Seller is supplying an item which is an end product under the prime contract and the prime contract contains the clause at FAR 52.225-5.

52.225-8 Duty-Free Entry (Oct 2010)

NOTE: This clause applies if supplies identified in the Schedule as supplies to be accorded duty free entry are to be imported or if other foreign supplies in excess of \$150,000 may be imported into the customs territory of the United States. In paragraph (c)(1), "20 days" is changed to "30 days." In paragraph (c)(2), "10 days" is changed to "20 days." The terms "Government" and "Contracting Officer" in paragraph (f) do not change.

52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)

52.227-1 Authorization and Consent (Dec 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)

52.227-9 Refund of Royalties (Apr 1984)

52.227-10 Filing of Patent Applications—Classified Subject Matter (Dec 2007)

52.227-14 Rights in Data—General (Dec 2007)

52.229-3 Federal, State, and Local Taxes (Apr 2003)

52.233-3 Protest After Award (Aug 1996)

52.242-15 Stop-Work Order (Aug 1989)

52.242-17 Delay of Work (Apr 1984)

52.243-1 Changes—Fixed-Price (Aug 1987)

52.244-6 Subcontracts for Commercial Items (Dec 2010)

52.245-1 Government Property (Aug 2010)

52.245-18 Special Test Equipment (Feb 1993)

52.246-2 Inspection of Supplies—Fixed-Price (Aug 1996)

NOTE: (1) The provisions in this clause pertaining to access, rights to inspect, safety protection and relief from liability apply equally to Buyer and the Government. (2) An inspection system accepted by the Government will be deemed acceptable to the Buyer.

52.246-16 Responsibility for Supplies (Apr 1984)

52.248-1 Value Engineering (Oct 2010)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (May 2004)

NOTE: The Seller's final termination settlement proposal is to be submitted no later than 6 months from the effective date of termination.

52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

NOTE: The Buyer's right to terminate for default may be exercised if the Seller fails to cure within 7 days of the receipt of the cure notice.

Applicable DFARS Flowdown Clauses:

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies (Dec 2008)

NOTE: This clause is applicable only if the Purchase Order exceeds the simplified acquisition threshold and is not for a commercial item or component.

252.211-7000 Acquisition Streamlining (Oct 2010)

252.211-7003 Item Identification and Valuation (Jun 2011)

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (Sep 2011)

NOTE: This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this Purchase Order.

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)

252.225-7001 Buy American Act and Balance of Payments Program (Oct 2011)

252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission After Award (Oct 2010)

NOTE: This clause is applicable only if the Purchase Order exceeds \$12,500,000, and is not for commercial items, construction, ores, natural gas, utilities, petroleum products and crudes, timber (logs) or subsistence.

252.225-7013 Duty-Free Entry (Dec 2009)

NOTE: Insert the substance of this clause, including paragraph (j), in all subcontracts under the Purchase Order for (1) qualifying country components, or (2) non-qualifying country components for which Seller estimates that duty will exceed \$200 per unit. Tailor such subcontracts in accordance with paragraph (j) of the clause.

252.225-7021 Trade Agreements (Oct 2011)

NOTE: This clause applies only if the Seller is supplying an item that is an end product under the prime contract and the prime contract contains the equivalent clause.

252.225-7036 Buy American Act—Free Trade Agreements—Balance of Payments Program (Oct 2011)

NOTE: This clause applies only if the Seller is supplying an item that is an end product under the prime contract and the prime contract contained the equivalent clause. Alternate I, is applicable if the prime contract contains the equivalent Alternate I.

252.226-7001 Utilization of Indian Organizations, Indian-Owned Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)

NOTE: This clause applies if this Purchase Order exceeds \$500,000 and further subcontracting opportunities may exist.

252.231-7000 Supplemental Cost Principles (Dec 1991)

252.243-7001 Pricing of Contract Modifications (Dec 1991)

252.243-7002 Requests for Equitable Adjustment (Mar 1998)

NOTE: This clause is applicable to Purchase Orders exceeding the simplified acquisition threshold.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Sep 2011)

252.247-7023 Transportation of Supplies by Sea (May 2002)

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)

252.249-7002 Notification of Anticipated Contract Termination or Reduction (Oct 2010)

252.227-7013 Rights in Technical Data—Noncommercial Items (Sep 2011)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Mar 2011)

252.227-7015 Technical Data—Commercial Items (Dec 2011)

252.227-7016 Rights in Bid or Proposal Information (Jan 2011)

252.227-7019 Validation of Asserted Restrictions—Computer Software (Sep 2011)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Mar 2011)

252.227-7030 Technical Data—Withholding of Payment (Mar 2000)

252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 2011)

252.246-7001 Warranty of Data – Alternate I (Dec 1991)

Purchase Order Insurance Requirements – Exhibit B
Revised July 2012

Southwest Research Institute (Buyer) requires of the Seller that the following minimum insurance coverage be maintained for the duration of this Purchase Order. In lieu of insurance coverage below, Seller may, with the prior written approval of Buyer, satisfy the requirements below by maintaining a program of self-insurance at levels authorized under the applicable self-insurance laws of its State, and shall provide sufficient evidence of such authorization to Buyer. If Seller is a University State Entity, it may, with prior notice to Buyer, satisfy the requirements below with self-insurance and/or state-funded insurance programs to the extent permitted by any governing state or federal statute or constitutional provision, and shall provide sufficient evidence of such compliance to Buyer.

INSURANCE

A. Seller's Liability Insurance

The Seller must provide at its own expense and shall maintain for the duration of this Purchase Order:

1. Workers' Compensation and Employer's Liability Insurance:

The Seller shall maintain Workers' Compensation Insurance, in accordance with the applicable laws or regulations having jurisdiction (or applicable Social Scheme if foreign) over its employees regardless of whether such coverage or insurance is mandatory or merely elective under the law, and Employer's Liability Insurance for its employees with minimum limits of not less than the following:

<u>\$1,000,000</u>	Bodily Injury by Accident, Each Accident
<u>\$1,000,000</u>	Bodily Injury by Disease, Policy Limit
<u>\$1,000,000</u>	Bodily Injury by Disease, Each Employee

To the extent allowed by law, such policy shall provide for a Waiver of Subrogation in favor of Buyer, and Buyer's customer where required by Buyer's Agreement with its customer.

2. Commercial General Liability Insurance:

The Seller shall maintain Commercial General Liability or Public/Civil Liability Insurance (if foreign) covering all operations by or on behalf of Seller, including Bodily Injury and Property Damage Coverage, Premises Liability Coverage, Products & Completed Operations Coverage, Contractual Liability Coverage that supports the insurable liability assumed by Seller, Cross Liability and Severability of Interest Coverage, and Independent Contractor's Liability Coverage with limits not less than the following:

<u>\$1,000,000</u>	Each Occurrence
<u>\$1,000,000</u>	Personal & Advertising Injury
<u>\$2,000,000</u>	General Aggregate
<u>\$2,000,000</u>	Products – Completed/Operations Aggregate

Such insurance shall provide coverage for action-over liability claims. To the extent allowed by law, such policy shall provide for a Waiver of Subrogation in favor of Buyer and its customer where required by Buyer's Agreement with its customer, and shall include Buyer and its customer (where required) as Additional Insured(s) for liability arising out of or relating to Seller's work, services, completed operations, and/or product(s).

3. Business Automobile Insurance:

If vehicles are utilized as part of services provided, the Seller shall maintain Business Automobile Insurance for all vehicles, whether owned, non-owned, rented, hired, leased, borrowed, assigned to or used in connection with the Services under this Purchase Order with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage Liability. To the extent allowed by law, such policy shall provide for a Waiver of Subrogation in favor of Buyer and its customer where required by Buyer's Agreement with its customer, and shall include Buyer and its customer (where required) as Additional Insured(s).

Umbrella/Excess Liability Insurance policy(ies) may be used in combination with primary policies to satisfy limit requirements. Such policy(ies) shall apply without any gaps in the limits of coverage and be at least as broad as and follows the form of underlying primary coverages required herein.

B. Special Operations Coverage

Should any of the work or services:

1. Involve services that are professional in nature, Seller shall provide Professional (Errors or Omissions) Liability Insurance covering Seller's acts, errors or omissions arising out of, or failure to render, its professional services, with minimum limits of \$1,000,000 each occurrence. Professional services may include, but are not limited to, design work, engineering services, laboratory services, consulting services, specialty technology services, computer programming services, or any services provided by personnel who possess a degree, license or certification which is traditionally recognized as establishing professional status in the industry, profession or business in which the work is performed.

2. Involve the use of aircraft (fixed wing or helicopter) owned, operated, or chartered, Seller shall provide Aircraft & Passenger Liability Insurance covering Bodily Injury (including passengers) and Property Damage Liability with a combined single limit of not less than \$10,000,000 each occurrence. Such policy shall provide for a Waiver of Subrogation-Physical Damage in favor of Buyer and include Buyer as Additional Insured.
3. Involve investigation, removal or remedial action concerning the actual or threatened escape of hazardous substances or pollutants, Seller shall provide Pollution Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence.
4. Involve transporting hazardous substances, Seller shall carry Business Automobile Liability Insurance covering liability arising out of the transportation of hazardous materials in an amount not less than \$2,000,000 per occurrence with Broadened Pollution Coverage (upset/overtum/collision) Endorsement included. Such policy shall also include Motor Carrier Endorsement MCS-90.
5. Involve treatment, storage or disposal of hazardous materials/wastes or pollutants, Seller shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Environmental Liability Insurance in the amount of not less than \$5,000,000 per occurrence.
6. Involve access to or use of Buyer's information technology hardware and/or software, or otherwise control the Buyer's data, Seller shall provide Network Security Liability Insurance of not less than \$1,000,000 per occurrence for claims arising out of unauthorized access or use of computer data, theft of data, denial of network service, or malicious code.
7. Involve access to monies/securities, Seller shall provide Fidelity/Crime Insurance of not less than \$1,000,000 per occurrence.
8. Involve the use of cranes, heavy lift equipment, or rigging, Seller shall provide liability insurance of not less than \$1,000,000 per occurrence and/or accident for Bodily Injury and Property Damage resulting from crane or rigging operations. Such coverage may be provided under its Commercial General Liability insurance coverage, but must be evidenced on the Certificate of Insurance.
9. Involve the selling or serving of liquor, Seller shall provide Liquor Liability Insurance of not less than \$1,000,000 per occurrence. To the extent allowed by law, such policy shall provide for a Waiver of Subrogation in favor of Buyer, and shall include Buyer as an Additional Insured.

C. General Insurance Requirements

1. The insurance policies must be underwritten by a company licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-VI" or better. All coverages shall be primary and non-contributory to any insurance coverages maintained by Buyer.
2. Seller shall provide thirty (30) days prior written notice to Buyer in the event of cancellation (except 10 days for non-payment) or material change (reduction/restriction) in coverage.
3. The certificate of insurance shall evidence all the above required terms and conditions and required endorsements.
4. Certificates of Insurance shall be filed with the Buyer for approval prior to commencing any work, and thereafter prior to policy expiration. Failure to furnish the required certificates within ten (10) days of "notice to proceed" shall not be considered cause for modification of any contractual time limits.
5. If subcontractors are utilized, Seller is to ensure such subcontractors are in compliance with the above requirements by providing the appropriate certificate of insurance to Buyer. Seller assumes liability for loss as a result of any subcontractor's uninsured and/or underinsured exposures.
6. If any policies providing the required coverages are written on a claims-made basis, the following applies:
 - a) The retroactive date shall be prior to the commencement of the work.
 - b) Seller shall maintain such policies on a continuous basis.
 - c) If there is a change in insurance companies or policies are canceled or not renewed, Seller shall purchase extended reporting period of not less than three (3) years after the contract completion date, or maintain retroactive date prior to commencement of work on new policy.

Please have your Insurance Agent forward the required certificates and endorsements to:

Southwest Research Institute
Attn: Joseph Marshall
P.O. Box 28510
San Antonio, Texas 78228-0510

Revised April 2014

**EXHIBIT C TO GENERAL PURCHASE ORDER TERMS AND CONDITIONS
FOR CONSTRUCTION AND SERVICE WORK PERFORMED ON SwRI PROPERTY**

The following terms and conditions are hereby made a part of this Purchase Order for construction and service work performed at Southwest Research Institute.

FACILITIES ENGINEERING

Facilities Engineering is responsible for all construction activities of the Institute. All work will be performed under the administration of Facilities Engineering, or its designated representative, i.e. Consultant, Architect or Engineer.

Approval of pay requests, submittals, changes, etc., is the responsibility of Facilities Engineering. Requests for approval will be made to the Owner or the designated representative. No payments shall be made for any requests or changes without prior authorization by Facilities Engineering.

THE CONTRACTOR

The Contractor shall comply with all applicable laws and ordinances and shall include all required fees in the Contract Sum. Suppliers and Subcontractors to the Contractor shall be bound to the Contractor by the terms of this Purchase Order. The Contractor shall make copies of these terms available to Subcontractors prior to starting work.

Prior to any excavation on the Institute property, the Contractor shall obtain direction from Facility Operations for location of existing underground utilities.

Under no circumstances shall utilities be shut off without a minimum 24-hour prior approval by Facility Operations and the Division representative.

The Contractor shall provide all labor, materials, tools, construction equipment and machinery, and other facilities and services necessary for the execution and completion of the work. The Institute will not loan or otherwise provide tools or other equipment to Contractors.

ENVIRONMENTAL AND SAFETY SYSTEMS (ESS)

General Environmental and Safety Information
Phone: 210-522-2221

SAFETY REQUIREMENTS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this Purchase Order. Due to the critical nature of the Owner's projects, it is imperative that the Contractor coordinate the construction work at or in existing facilities with the designated representative. Facilities Engineering will provide the Contractor with the name of a Division representative and the Contractor must make contact prior to starting work. Contractors shall provide and require use of all necessary personal protective equipment (PPE) and work in accordance with; OSHA (29 CFR 1900, 1910, and 1926), International Fire Code, International Building Code and applicable Federal/State/Local Laws.

Contractors shall be responsible to comply with all traffic signs and laws while operating vehicles on SwRI[®] roads. Where traffic diversion is necessary, the Contractor shall provide appropriate signage and coordinate through SwRI Security Department.

Any work performed above four (4) feet requires fall protection equipment (fall protection is NOT required when working on ladders). Facilities must be contacted before going on any roof (especially roofs where laboratory exhaust vents exist). Ladders must be in good condition and must follow manufacturer's guidelines on the proper use. Fall protection PPE brought on property must have a current inspection completed per the manufacturer's guidelines. Contractors must be current with their company's training on fall protection.

Discuss the shutdown of equipment/systems with your Facilities Engineering point-of-contact before starting work. The Contractors will use their own locks and keys. Contractors must be current with their company's lock-out tag-out training before working on energized equipment.

Any lifting equipment brought on property must have a current inspection completed per the manufacturer's guidelines. Contractors must be current with their company's training on the safe operation of the equipment. All fall protection PPE provided by their company must be worn in order to operate the equipment.

Contractor must have prior approval from the Facilities Engineering point-of-contact before covering sprinkler or smoke alarm systems. Sprinkler heads must have eighteen (18) inches of clearance at all times.

All hot work (welding, cutting, etc.) which involves flame, spark, or heat requires Contractors to follow SwRI's Hot Work procedure. A hot work permit will be provided by your Facilities Engineering point-of contact. A fire watch must be conducted by either SwRI personnel or the Contractor during hot work operations. Fire extinguishers must be provided.

All work areas will be kept clean and neat at all times. At the end of each shift, equipment and materials must properly be stored. Trash will be removed from all work areas daily or at the end of each shift and properly disposed.

Any construction or work being completed at SwRI which have special hazards that may affect the building occupants will be approved by your Facilities Engineering point-of-contact and SwRI Environmental and Safety Systems prior to work being performed.

Many of the buildings contain asbestos in various forms. The facilities have been surveyed and locations and types have been identified. This information is available from Facilities Engineering to the Contractors. Before starting work in any building the Contractors shall consult Facilities Engineering who will arrange for the known information to be provided to the Contractor. It is possible that asbestos may be found which is not in the survey. The Contractor upon encountering any asbestos is to cease all operations and notify Facilities Engineering for necessary action.

ENVIRONMENTAL REQUIREMENTS

SwRI is certified to ISO 14001, Environmental Management Systems, in several divisions/cost centers. As part of the SwRI Environmental Policy, we commit to protecting the environment and conserving our natural resources. This is accomplished through efficient use of those resources and through support of a safe, healthy atmosphere for our employees, customers, and neighbors. Hence, Contractors, subcontractors, and customers working on-site are required to conform to SwRI environmental requirements as outlined below.

Containment of Chemicals, Fuels, and Oils

Raw Materials and Waste

Secondary containment must be provided for the following:

1. Raw materials (fuel, oil, solvents, antifreeze, etc.);
2. Liquid and solid industrial / hazardous waste; and
3. Wastewater.

Secondary containment shall consist of sealed concrete, welded metal containers, or preformed chemical-resistant plastic containers designed for chemical containment (no plastic swimming pools). Contractors should consider covering containments to prevent rain / sleet and debris from accumulating.

Equipment

All equipment shall be checked for fluid leaks prior to operation on each shift. All leaks found shall be repaired prior to utilizing the equipment. Measures must be taken to ensure spillage is prevented during fueling operations. Oil changes must be done so that the oil is drained into a containment pan located inside a containment area.

Refrigerant Systems

Contractors shall coordinate with SwRI's Heating, Ventilation, and Air Conditioning (HVAC) section within the Facility Operations department prior to commencing work on any refrigerant-containing system(s). Contact 210-522-2106 for more information.

Wastewater Discharge

Contractors shall not dump wastewater or other liquid wastes into or onto any of the following:

1. Ground or roof;
2. Storm water system via trenches, manholes, sumps, sewer connections, and ditches; or
3. Restrooms, sinks, floor drains, and other sanitary wastewater connections.

The Contractor must obtain approval from SwRI ESS prior to disposing of any wastewater in the sanitary sewer system.

Note: Contractor containment area storm water is considered to be wastewater.

Chemical Identification

Contractors must label all raw material containers with the contents of the container and the Contractor's name. A Safety Data Sheet must be available and kept on-site for all products used during a project on the SwRI campus. In order to minimize safety and environmental liability at SwRI, the volume of chemicals brought on-site shall be strictly limited to what is needed for immediate use. Deliveries should be coordinated "just in time" for use to avoid prolonged storage periods. Contractors shall remove all unused raw materials and empty containers from the SwRI site prior to vacating.

Waste Management/Disposal

Revised April 2014

Waste is one of the more complex environmental issues, and it is strictly regulated. For this reason, all Contractors must adhere to SwRI rules and policies regarding waste management and disposal. SwRI ESS will provide assistance in the identification, minimization, and proper handling of waste; however, it is the Contractor's responsibility to provide advanced notice of the amount, type, and timing of the waste generation. Disposal requirements will be decided prior to commencement of work depending on the job scope. The following procedure shall be followed to ensure proper waste management:

1. Leave a message for SwRI ESS;
2. Describe the waste and the process generating the waste;
3. Specify the amount of waste generated; and
4. Leave a return phone number.

Contractors need to make sure that waste is segregated into the following categories:

- * Hazardous (e.g., fuels, acids, aerosol cans)
- * Universal (e.g., light bulbs, batteries, paints)
- * Class I Nonhazardous (e.g., contaminated soils)
- * Class II Nonhazardous (e.g., general trash)
- * Construction Debris (e.g., brick, concrete)
- * Recyclables (e.g., metal, cardboard, wood, used oil, plastics, etc.)

Contractors shall ensure that waste containers are:

- * Properly labeled;
- * Compatible with the waste generated;
- * Kept closed except when adding waste (e.g., drums: bungs on closed-top and lids with rings on open-top shall be in place); and
- * Inspected daily for leaks, signs of corrosion, or damage.

Any improperly labeled containers or containers with a leak, damage, or corrosion must be reported to SwRI ESS immediately. The Contractor is liable for any corrective actions or disposal costs.

Note: When filling drums with liquids, leave approximately 4 inches of headspace to accommodate material expansion.

Spills/Emergency Response

SwRI defines a spill as an abnormal release of a substance that could possibly cause an adverse effect on the environment or people in the general area. For emergency response to major spills (more than 25 gallons of petroleum products or greater than reportable quantities of other chemicals), follow the Spill Procedure below.

1. For Emergency Assistance Call: 210-522-2222
2. Report –
 - a. Provide your name and the Contractor you represent;
 - b. Location of the spill or leak;
 - c. Identity and the amount of spilled material (if known);
 - d. Inform if the material on fire or presenting a fire hazard; and
 - e. Inform if the material entering (or potentially entering) any waterways or sewers.
3. If possible (without endangering your safety) –
 - a. Stop the source of the spill or leak.
 - b. Prevent the spill from entering waterways or sewers (contain the spill using dirt, sand, plastics, socks, or any impervious material).
4. All spills must be reported to SwRI ESS prior to the end of your work day. If the spill is of a reportable quantity, then SwRI has only 24 hours to notify governmental officials.

Additional Contractor Responsibilities

- * Maintain all equipment in good working order.
- * Practice good housekeeping procedures at all times, including cleaning up work areas daily.
- * Close all chemical and other material containers when not actively in use. Observe labeling requirements.
- * No open-bucket soaking of parts or equipment unless in water.
- * No spraying of paint or chemicals outside the building.
- * All outdoor activities which may affect air or water quality must be approved by SwRI ESS.
- * Notify SwRI Security Control Center and ESS immediately in the event of a spill or release.