

**TC-02
Terms and Conditions of Purchase
(Work on Buyer's Premises)**

WORK ON BUYER'S PREMISES These terms and conditions are applicable only if and when Seller or Seller Engaged Personnel visit and/or perform any Work at a facility that is owned, operated or managed by Buyer or its customer. All defined terms in TC-01, TC-04, TC-06 or TC-07, whichever is referenced on the Purchase Order, are expressly referenced and incorporated herein.

1. Insurance: (a) Seller shall secure and keep in force during the term of this PO, and Seller shall require all Subcontractors, prior to commencement of an agreement between Seller and the Subcontractor, to secure and keep in force during the term of this PO, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in the relevant state(s) of operation under this PO, the following insurance coverages:

(1) Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$1 million per accident unless otherwise specified in the PO.

(2) Workers compensation coverage meeting all statutory requirements in all the relevant state(s) of operation that applies to the performance of this contract. Coverage must include employer's liability insurance of not less than \$1 million unless otherwise specified in the PO, or else an equivalent "stop gap" endorsement to Seller's commercial general liability insurance.

(3) Commercial crime, including employee dishonesty coverage, and if relevant, computer crime and wire transfer coverage, with limits of at least \$1 million per loss unless otherwise specified in the PO. Coverage must apply to loss or damage to Buyer (or to third parties for whom services are performed), that is caused by Seller's employees (commonly known as Client Coverage).

(4) Environmental impairment liability or pollution liability insurance with a minimum limit of \$10 million per event, \$10 million aggregate covering the Seller's relevant locations under this PO, unless otherwise specified in the PO. *[Item (4) is only required for Work that includes environmental remediation or disposal services.]*

(5) Warehouse liability insurance with a minimum limit of \$5 million, covering the Seller's relevant locations under this PO. Coverage must not contain exclusions for financial records of any kind. *[Item (5) is only required for Work that includes warehouse management or inventory management services.]*

(b) The insurance coverages listed above are in addition to the "Insurance" clause of TC-01, TC-04, TC-06 or TC-07 (whichever is referenced on the Purchase Order).

2. Safety Reporting: Any accident, incident or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination or damage of property or parts which may affect the performance of this PO shall be reported immediately by Seller to the Procurement Representative and the Buyer's Safety Office if PO performance is on Buyer's premises.

3. Safety And Accident Prevention: In performing any Work under this PO on premises which are owned, operated or managed by Buyer or its customer, the Seller shall (1) conform to all safety rules and requirements set forth in this PO as well as the laws of the State(s) where this PO is being performed; and (2) take such additional precautions as Buyer may reasonably require for safety and accident prevention purposes, including safety training. The Seller agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Seller, US Government, and Buyer personnel performing or in any way coming in contact with the Seller's performance of this PO. Any violation of such rules and requirements, unless promptly corrected as directed by Buyer, shall be grounds for termination of this PO in accordance with the default provisions hereof. Seller personnel, including delivery personnel, may not bring firearms, cameras, alcohol, illegal drugs, or unauthorized passengers onto any Buyer premises, nor bring matches or lighters into Buyer secured areas

4. Hazardous Waste Disposal: Seller shall minimize any hazardous waste generated on Buyer property by Seller in the performance of this PO, and Seller shall notify Buyer who will arrange for and pay for disposal, unless

otherwise provided for in this PO. The hazardous waste is to be correctly identified and delivered to defined sites during regular business hours. The Seller is expressly prohibited to take any hazardous waste off Buyer property without specific written direction. Nothing contained in this clause shall relieve the Seller from complying with applicable Laws in connection with hazardous material/hazardous waste.

5. Hold Harmless: The Seller agrees to defend, indemnify and hold harmless Buyer from and against any and all Damages arising out of claims on account of, or in any manner predicated upon loss of, or damage to the property of, the injuries to, or the death of, any or all persons whatsoever, in any manner caused or contributed to by the Seller or Seller Engaged Personnel while in or around Buyer's premises, and to indemnify and hold Buyer harmless from and on account of Damages of any kind which Buyer may suffer as a result of the acts or omissions of Seller or Seller Engaged Personnel in or around Buyer's premises. Buyer reserves the right to participate in the defense of any such claims, demands and actions.

6. Drug and Alcohol Free Workplace: Seller shall comply with the Drug Free Workplace Act of 1988. In addition, Seller understands and agrees to advise Seller Engaged Personnel prior to entering Buyer property that: (1) it is the policy of Buyer that the use, possession, sale, transfer, or purchase of controlled substances to include illegal drugs, unauthorized prescription drugs, or alcohol on Buyer property is prohibited; (2) entry onto Buyer property constitutes consent to an inspection of the person and the person's personal effects, including testing for controlled substances to include illegal drugs, unauthorized prescription drugs, or alcohol when entering, on, or leaving Buyer property; and (3) any person who is found in violation of the policy, or who refuses to permit or submit to an inspection or test may be removed and barred from Buyer property at the discretion of Buyer.

7. Security: The Seller is responsible for ensuring that Seller Engaged Personnel entering Buyer's facilities are properly badged and made aware of applicable security requirements. Seller Engaged Personnel engaged in Work on Buyer's premises shall display identification approved by Buyer. Seller is responsible for the immediate return of all badges when work is completed. Seller is required to notify Buyer whenever it terminates any Seller Engaged Personnel issued a badge by Buyer, a Buyer badge is lost, or if a problem arises involving Buyer's security requirements. Seller Engaged Personnel obtaining a badge must be capable of reading and understanding Buyer's processes and procedures relevant to duties that Seller Engaged Personnel is to perform on Buyer's premises. Exceptions for work performed in non-explosive areas require Buyer's advanced written approval.

8. Supplier Standards of Business Conduct: Seller shall comply with the Northrop Grumman Supplier Standards of Business Conduct (available at <http://www.northropgrumman.com/suppliers/OASISDocuments/NGSupplierStandardsofBusinessConduct.pdf>) (the "Northrop Grumman Supplier Code"). Seller shall ensure that its employees are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior. Seller represents and warrants that it has not participated, and will not participate, in any conduct that violates the Supplier Code of Conduct. Seller shall notify Buyer if at any time Seller becomes aware of any actual or suspected violation of the Supplier Code of Conduct. If Buyer determines that Seller is in violation of the Supplier Code of Conduct, Buyer may cancel this Order upon written notice to Seller and Buyer shall have no further obligation to Seller.

9. Foreign Personnel: Seller shall obtain advanced written permission from the Buyer Procurement Representative prior to a non-US Person, representing Seller or Seller Engaged Personnel, visiting or performing Work at a facility that is owned, operated or managed by Buyer or its customer. In the absence of such written permission, which shall be granted at Seller's sole discretion, all non-US Persons are prohibited from visiting or performing Work at any facility that is owned, operated or managed by Buyer or its customer. The term "US Person" is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR §120.15.