S.C.A.Q.M.D. RULES AND REGULATIONS

1.   Seller represents and warrants that all work to be performed by Seller under this purchase order/contract shall be conducted in full compliance with all Federal, State and local statutes, ordinances and regulations relating to protection of public health and safety of the environment.

2.   Seller understands and agrees that if performance of the services under this purchase order/contract requires the application of coatings or solvents which do not comply with emission limitations under South Coast Air Quality Management District (SCAQMD) Rules 1107 and 1124, Seller will perform the services hereunder pursuant to an Alternate Emission Control Plan (AECP).

3.   Seller further represents and warrants that it will obtain the approval of the AECP by the executive officer of the SCAQMD prior to the time that performance of services under this purchase order/contract commences including submitting a copy of the approved AECP to Buyer's procurement agent. Seller agrees that it shall be solely responsible for developing, obtaining approval of and maintaining compliance with the AECP.

4.   Seller agrees to indemnify, save harmless and defend Buyer, its directors, officers, employees, agents, successors, and assigns from and against any and all liabilities, claims, suits, losses, damages, fines, penalties, forfeitures, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which it or they may hereafter incur, become responsible for or pay out as a result of or arising out of the breach by Seller or Seller's failure to perform any of the representations, warranties and agreements set forth in this contract condition. Seller agrees that it will promptly notify the Buyer's procurement agent of any alleged or anticipated noncompliance with SCAQMD Rules 1107 or 1124 relating to or which may affect the performance under this purchase order/contract.