



Special Provisions

Form D1 4305 1500 (Rev. 2/96)

(Applicable only to the extent called out in the Purchase Contract)

B. SAFETY

1. SAFETY PRECAUTIONS FOR DANGEROUS MATERIALS. Seller shall package, label, transport and ship hazardous materials or items containing hazardous materials in accordance with current published issues of tariffs and regulations reflecting 29 CFR 1910.1200, 49 CFR Article 171-179, or Packaging and Handling of Dangerous Materials for Transportation by Military Aircraft, Joint Manual AFR 71-4, TM 38-250, NAVSUP PVB 505, DLAM 4145.3 and MCO-P 4030.19 and subsequent reissues thereof.
2. SUPPLIER REVIEW OF MATERIAL SAFETY DATA SHEETS. Before, or upon commencing work, Seller shall review all Material Safety Data Sheets for hazardous materials used or stored and any applicable safety measures to be employed in the areas of work. (This data will be provided to the Seller by the Buyer's Materiel Representative.) This requirement is in accordance with OSHA Hazard Communication Standard, 29 CFR 1910.1200.
3. RESERVED
4. HAZARDOUS CHEMICALS LIST. Prior to commencing work, Seller shall provide a list of hazardous chemicals, if any, to be used on site and corresponding Material Safety Data Sheets to the Buyer's Safety Organization through the appropriate Buyer representative.
5. SAFETY APPROVAL OF SUBCONTRACTOR(S). Pre-Award safety approval by the Government is required prior to the award of any subcontract(s) involving research, developing, manufacturing, loading, testing, and handling of ammunition, explosives and related dangerous materials. Therefore, prior to the award of any subcontract(s), under the circumstances stated above, Seller shall: (a) request to be performed the required pre-award safety survey of plant(s) of any proposed subcontractor(s); and (b) obtain Buyer's approval in writing prior to the award of any subcontract(s).
6. SAFETY APPROVAL OF SITE AND CONSTRUCTION PLANS. Site and construction plans for ammunition and explosive facilities will be submitted to the Buyer for endorsement and transfer to the cognizant DoD Safety Office in accordance with the requirements of Chapter 1, paragraphs f, g and h, DoD Contractor's Safety Manual 4145.26-M. Modifications, additions or relocation of facilities or operations shall likewise be submitted for review. These provisions apply equally to Seller's subcontractors.
7. MATERIAL SAFETY DATA SHEETS. Seller will comply with the Hazard Communication Standard, 29 CFR 1910.1200. Seller shall ensure that the name of the Product as identified on the MSDS is identical to the name which appears on the label of the Product shipped to Buyer.

Seller shall provide a copy of the Material Safety Data Sheet with each shipment of the product.

8. HAZARDOUS MATERIALS. The clause set forth in FAR 52.223-3, "Hazardous Material Identification and Material Safety Data", is incorporated by reference. "Contractor" shall mean Seller and "Government" in paragraph (c) shall mean Government or Buyer. Hazardous materials are those which are defined in Federal Standard 313A, except for materials embedded in a delivered product in such a manner that in the normal course of use or repair it could not present a potential for harm or injury to personnel.
9. SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES. DFARS 252.223-7001, "Safety Precautions for Ammunition and Explosives," is incorporated by reference. "Contracting Officer" shall mean Buyer.

10. SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES. DFARS 252.223-7002, "Safety Precautions for Ammunition and Explosives," is incorporated by reference.
11. NOTIFICATION OF TOXIC CHEMICALS. Seller will comply with Section 313 of the Emergency Planning and Community Right to Know Act of 1986 (EPCRA) and 40 CFR Part 372, if applicable. As part of such compliance, Seller shall furnish to the Buyer's Material Representative the following information with the initial shipment of each Product to Buyer:
 - A. A statement that the Product contains chemicals which are subject to Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR 372.45;
 - B. The name and the associated Chemical Abstract Service Registry number of each chemical which has been incorporated in the Product and which is listed in the specific Toxic Chemical Listings contained in 40 CFR 372.65; and
 - C. The percent by weight of each toxic chemical component of the product shipped.

If the Seller is required to submit a Material Safety Data Sheet (MSDS), this notification must be attached to or otherwise incorporated into such MSDS.

12. SHIPPING HAZARDOUS MATERIALS. (A) Shipment of hazardous materials shall be by common carrier authorized to handle the material, and in accordance with 49 CFR Parts 100-199 and the IATA "Dangerous Goods Regulations" or "The International Maritime Dangerous Goods Code" (if applicable). This includes but is not limited to:
 1. Shipping papers must include the emergency contact number.
 2. Shipping papers and packages for hazardous materials or wastes identified as "N.O.S." (not otherwise specified) must show the technical name(s) listed in parenthesis, the association to the basic description, and in the case of mixtures, list the major hazardous components by percentage contributing to the hazard.(B) Seller shall indicate on the shipping papers whether the material presents Poisonous by Inhalation (PIH) hazard.
(C) At Buyer's request Seller will provide test reports indicating Performance Oriented Packaging (POPs) compliance to facilitate Buyer's reshipment of Seller's Product.
(D) Seller shall mark on all interior packages and shipping containers the closed cup flash point of flammable and combustible materials and/or percentage concentration of corrosive liquids.
13. NOTICE OF RADIOACTIVE MATERIALS. FAR 52.223-7, "Notice of Radioactive Materials", is incorporated by reference. "Contractor" means Seller and "Contracting Officer" means Buyer. The blank in paragraph (a) shall be filled by inserting thirty (30)."
14. ACCIDENT REPORTING AND INVESTIGATION. DFARS 252.228-7005, "Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles," is incorporated by reference.
15. SAFETY AND ACCIDENT PREVENTION. AFFARS 52.223-9004, "Safety and Accident Prevention, is incorporated by reference. "Contracting Officer" shall mean Buyer.
16. SAFETY AND ACCIDENT PREVENTION. AFFARS 5352.223-9000, "Safety and Accident Prevention", is incorporated by reference.
17. REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL. If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP," is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.
18. LEAD. It is the policy of Buyer to prohibit the use of paints containing lead in any form. Seller hereby affirms that the Product provided in compliance with this Contract contains no lead. Further Buyer prohibits the use of lead hammers and lead "slappers." Seller hereby affirms that individuals under its control are informed of this policy.
19. HAZARDOUS WASTE. If in the performance of services on Buyer's property, Seller generates any hazardous substances, or hazardous wastes, or dangerous or extremely hazardous wastes (hereinafter "Hazardous Substances"), unless specifically directed otherwise by Buyer, these Hazardous Substances will be disposed by Buyer. Immediately upon the generation of such Hazardous Substances, the Seller shall advise the using organization's environmental control office. The Seller is hereby directed to coordinate with the using organization's environmental control office to properly package and manage these Hazardous Substances. Seller is further obligated to transport the Hazardous Substances, if so directed by the environmental control

representative, to the proper "on-site" storage location for eventual disposal by Buyer. Should the Seller leave any Hazardous Substances improperly packaged, or abandoned, Seller shall be liable for all fines and/or expenses associated with (1) the improper storage or abandonment; (2) repackaging to comply with applicable federal, state, and local laws; and (3) the remediation of any contamination caused by such improper packaging or such abandonment.

For purposes of this agreement, the definitions of the terms "hazardous substance," "hazardous waste," "dangerous or extremely hazardous wastes," shall be those used in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq.; The Resource Conservation Recovery Act, 42 U.S.C., 6901 et seq., and its applicable state law equivalent; and/or the Washington State Model Toxics Control Act if this purchase order is performed in the State of Washington.

20. TOXIC CHEMICAL RELEASE REPORTING. FAR 52.223-14, "Toxic Chemical Release Reporting," is, except for paragraph (e), incorporated by reference. "Contracting Officer" in paragraph (d) means Buyer.
21. PRODUCTS MANUFACTURED WITH OZONE DEPLETING SUBSTANCES. The item(s) to be delivered under this contract may be manufactured using Class I ozone depleting substances and the following warning statement shall apply to such item(s):

WARNING: Manufactured with CFC-11, 12, 13, 111, 112, 113, 114, 115, 211, 212, 213, 214, 215, 216, 217, Halons 1211, 1301, 2402, Carbon Tetrachloride or Methyl Chloroform substances which harm public health and environment by destroying ozone in the upper atmosphere.

22. PRODUCTS CONTAINING OZONE DEPLETING SUBSTANCES. The item(s) to be delivered under this contract may contain a Class I ozone depleting substance and the following warning statement shall apply to such item(s):

WARNING: Contains CFC-11, 12, 13, 111, 112, 113, 114, 115, 211, 212, 213, 214, 215, 216, 217, Halons 1211, 1301, 2402, Carbon Tetrachloride or Methyl Chloroform substances which harm public health and environment by destroying ozone in the upper atmosphere.

23. LABELING REQUIREMENTS. It is agreed that the above warning statement satisfies the requirements of the Clean Air Act Amendments of 1990 (Section 611), Title 40 CFR Part 82. Accordingly, no method of marking or tagging items shall be used unless the item is a chemical or chemical compound.
24. PRODUCTS MADE WITH OR CONTAINING OZONE DEPLETING SUBSTANCES - FOREIGN SUPPLIERS. The product(s) to be delivered under this contract may contain or may be manufactured with ozone depleting substances. The Seller shall include with each of its bills of lading the following statement:

You are hereby advised that items to be delivered under Purchase Contract _____:

May be manufactured with an ozone depleting substance and the following warning statement shall apply to such item(s):

WARNING: Manufactured with (state which of the following substances apply: CFC-11, 12, 13, 111, 112, 113, 114, 115, 211, 212, 213, 214, 215, 216, 217, Halons 1211, 1301, 2402, Carbon Tetrachloride or Methyl Chloroform) substances which harm public health and environment by destroying ozone in the upper atmosphere.

May contain an ozone depleting substance and the following warning statement shall apply to such item(s):

WARNING: Contains (state which of the following substances apply: CFC-11, 12, 13, 111, 112, 113, 114, 115, 211, 212, 213, 214, 215, 216, 217, Halons 1211, 1301, 2402, Carbon Tetrachloride)

or Methyl Chloroform), substances which harm public health and environment by destroying ozone in the upper atmosphere.

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