



## Environmental Terms and Conditions

**1. Applicability:** These terms are in addition to the Terms and Conditions of Purchase that are applicable to purchases made by Dallas Airmotive, Inc. and its division Premier Turbines (hereinafter "Client") from a consultant or contractor ("Contractor") providing environmental, health, and safety services or work ("services") for Client. To the extent the Terms and Conditions conflict with these Environmental Terms and Conditions, these Environmental Terms and Conditions shall govern the services or work

**2. Permits and Licenses.** In the performance of the services, Contractor, its employees, agents, affiliates, and subcontractors shall meet all the necessary qualifications for and hold any and all applicable licenses or certifications required by federal, state, or local rules and regulations to conduct the services.

**3. Training.** Contractor has the means, capability, experience, registrations, licenses, permits, and all necessary governmental approvals and authorizations necessary to perform the services. Without limiting the generality of the foregoing, Contractor, its employees, and subcontractors shall have taken all training and certification courses required under all applicable federal, state and local laws, rules, and regulations, including, but not limited to, Environmental Laws.

**4. Industry Standards.** Contractor hereby represents and agrees that all services shall be performed by a staff that have the credentials then prescribed by industry standards appropriate to the services. Contractor hereby represents and agrees that Contractor's laboratory in which any samples will be analyzed has obtained the accreditation then prescribed by industry standards and meets industry standards appropriate to the services.

**5. Qualifications of Employees.** Client shall have the right to review the qualifications of any employee assigned by Contractor and the right to request in writing the removal of any employee so assigned. This in no way relieves Contractor of the obligation to select and assign qualified personnel or the responsibility of Contractor for the acts and omissions of its personnel in performing the services hereunder. Any request for removal of an employee shall be immediately honored by Contractor provided; however, that Contractor shall have the right to substitute for any such removed employee, another qualified employee acceptable Client with similar qualifications. Approval for each substitution shall not be unreasonably withheld.

**6. Standard of Care.** The services shall be performed in a skillful and workmanlike manner by the proper number of experienced, skilled, and licensed personnel and/or subcontractors in accordance with standards customarily provided by an experienced professional organization rendering the same or similar services. Notwithstanding any provision herein to the contrary, no information or advice supplied by, or representation of Client, or the failure of Client to review any action or proposed action of Contractor, its agents, affiliates, employees or subcontractors, shall be construed as relieving Contractor of its obligations under this paragraph.

**7. Staffing and Equipment.** Contractor represents that it has, or will secure at its own expense, all personnel, equipment, and subcontractors required in its performance for the services. Contractor shall be responsible for supervision and direction of the services by Contractor's employees and the services of any subcontractors.

**8. Known Hazard.** Contractor has inspected the Site and is aware that there may be present at the site where the services will be performed certain hazardous substances and materials that may pose risks to human health. Contractor is experienced in working with and around such hazardous substances and materials and understands and hereby assumes the risks associated with the presence and handling of and exposure to such hazardous substances and materials associated with Contractor's performance of the services under this Agreement.

**9. Site Precautions.** In the performance of the Services, Contractor shall take, and shall cause its employees, agents, affiliates, and subcontractors to take, all reasonable precautions for the safety of, and to prevent damage, injury or loss to, all persons and property at the site with respect to the services Contractor or its subcontractors is performing. Without limiting the generality of the foregoing, Contractor shall require its employees and subcontractors to comply with any health and safety plans as prescribed by applicable federal, state and local laws, rules, and regulations, including, but not limited to, Environmental Laws.

**10. Waste Disposal.** Contractor agrees to transport and dispose of all wastes generated from its services at a waste management or disposal site approved by Client, and to provide any and all receipts, manifests, and other documents relevant to such transportation and disposal provided by the transporter or disposal entities as required by Environmental Laws and/or otherwise provides by such entities. Contractor will provide written documentation evidencing that the waste materials have been managed in accordance with all Environmental Laws.

**11. Payment of Claims.** Contractor shall assume, pay, and discharge any and all liabilities, claims, or demands of suppliers, subcontractors, or vendors arising out of the services, and shall maintain the site free and clean of any all liens, claims, or encumbrances of any type or description whatsoever; provided that Contractor has been paid by Client.

**12. Compliance with Laws.** The services shall be performed in full compliance with all applicable federal, state and local laws, rules, and regulations, including, but not limited to Environmental Laws, which shall include, but not be limited to the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq. (“CERCLA”), the Resources Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., the Clean Water Act, 33 U.S.C. § 1251, et seq., the Safe Drinking Water Act, 49 U.S.C. § 1801, et seq., the Hazardous Transportation Act, 42 U.S.C. § 6901, et seq., the Toxic Substance Control Act, 15 U.S.C. § 2601, et seq., any and all similar or analogous state statutes, and any common law of any jurisdiction, each as amended, and all regulations promulgated under such laws or statutes, together with all other laws and regulations of federal, state or local governments which concern pollution, human health or safety, natural resources, flora or fauna, or protection of the environment.

**13. Insurance.** Contractor shall maintain adequate insurance for the services and the risks involved in the work. At a minimum, Contractor shall maintain the following insurance during the performance of the services and provide proof of insurance before performing any services on Client facilities or properties, or transporting or managing any waste or recyclable material:

**A.** Commercial General Liability Insurance of \$1,000,000 per claim and \$1,000,000 per annual aggregate for bodily injury or death and property damage, including loss of use thereof.

**B.** Comprehensive Automobile Liability Insurance covering all company owned or hired vehicles brought on company property or facilities of \$1,000,000 combined single limit of liability per claim for bodily injury or death and property damage, including loss of use thereof.

**C.** Statutory Workers’ Compensation Insurance and Employers Liability Insurance as required to comply with the applicable state laws.

**D.** Employer’s Liability of \$1,000,000.

**E.** For Contractors providing professional services or waste management or disposal or recycling, Professional Liability insurance of \$1,000,000.

F. For Contractors performing waste transportation, management, or disposal, or recyclable materials transportation, management, or recycling, Pollution Legal Liability insurance in the amount of \$3,000,000 in per claim and per annual aggregate, covering property damage, cleanup, and bodily injury claims.

**14. Confidential Material.** With the exception of notices required by federal or state law or administrative regulations to perform the services, all information, data and experience developed pursuant to the performance of services under this Agreement, or supplied to or obtained by Contractor from Client, or generated by Contractor or its subcontractors in writing, in the form of drawings, orally or by observation ("Confidential Material") is confidential and must be afforded Confidential Treatment by Contractor, its agents, employees, and subcontractors. Confidential Treatment shall mean:

A. All Confidential Material shall be retained in files clearly marked "Confidential Materials" and shall not be commingled with other information;

B. The Confidential Material shall only be made available to employees of Contractor requiring the information in the context of their employment;

C. Confidential Material shall not be disclosed to any third party without the prior written consent of Client or as required by law. If Contractor believes that Confidential Material must be disclosed as a requirement of law, Client shall use its best efforts to notify Client as soon as possible and prior to the disclosure, so as to maximize the likelihood that Client will agree that such disclosure is required by law;

D. Upon completion of the services or other termination of this Agreement or upon request of Client, any Confidential Material retained by Contractor and not previously provided to third parties, including, but not limited to all copies, transcriptions and notes prepared from the Confidential Material, shall be returned to Client. Contractor may retain a copy of project material for [Vendor's] permanent files; and

E. Contractor shall not use any of the Confidential Material for any purpose other than the performance of services for Client without the prior written consent of Client.

**15. Contact with Governmental Agencies.** In performing the services, Contractor, its employees, agents, affiliates, and subcontractors shall cooperate with all federal, state and local governmental agencies having authority over the subject matter hereof and the performance of the services; provided, however, neither Contractor nor its agents, employees, affiliates, nor subcontractors shall contact in any manner whatsoever any governmental authority for any purpose without prior written authorization from Client. Client hereby authorizes Contractor to submit all notices required under federal or state law or regulations for performance of the services.

**16. Release and Indemnity.**

A. Contractor shall release, indemnify, defend, covenant not to sue and hold harmless Client and its officers, employees and representatives to the fullest extent permitted by law from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, by whomever asserted, including, but not limited to, any governmental agency or branch or any third party, ("Loss") to the extent the same arises from (i) a breach by Contractor of any term or provision of this Agreement; (ii) any error or omission of Contractor or its officers, employees, agents, representatives or subcontractors in the performance of the services, (iii) any claim by any governmental agency or any third party relating to the services; (iv) any claim by any its officers, employees, agents, representatives or subcontractors arising from or related to the services; (v) natural resource damage claims arising from or related to the services; or (vi) any claims under Environmental Laws, including, but not limited to, CERCLA, arising from or related to the services. **THIS RELEASE AND INDEMNITY SHALL INCLUDE CLAIMS FOR NEGLIGENCE (WHETHER CONTRIBUTORY OR OTHERWISE) AND STRICT LIABILITY WHETHER ARISING UNDER STATUTES, REGULATIONS, CODES, ORDINANCES, RULES, COMMON LAW, OR OTHERWISE.**