

**SAFE DRINKING WATER AND TOXIC ENFORCEMENT
ACT OF 1986**

In performing services under this contract, Seller shall comply in all respects with the California Safe Drinking Water and Toxic Enforcement Act of 1986 (the "Act"), and all rules and regulations promulgated thereunder. Without limiting the generality of the foregoing Seller shall comply with the following requirements:

1. **WARNINGS:** Prior to bringing or causing to be brought onto or shipped to Buyer's premises in California any product or item which contains a chemical known to the State of California to cause cancer, or to cause birth defects or other reproductive harm ("Listed Chemical"), Seller shall notify in writing the Buyer's local Environment Health and Safety ("EH&S") representative of Seller's intention. This notice shall identify all listed chemicals which are to be brought onto a California facility of Buyer, identify the specific item(s) containing the listed chemical and the use to which the product or item will be put. The notice shall also state whether any exposure to a listed chemical, if listed due to its carcinogenicity, poses "no significant risk" assuming lifetime exposure at the level of exposure in question, or if listed due to reproductive toxicity, will have no observable effect at 1000 times the level of exposure in question, as such terms may be defined from time to time in the Act or by any governmental agency which issues regulations pursuant to the Act. Seller shall give timely warnings required by the Act to Buyer's personnel and any other person who may be exposed to a listed chemical at a California facility of Buyer as a result of any action or inaction of the Seller, its agents, employees, or subcontractors.
2. **DISCHARGE:** Seller shall assure that neither Seller nor its agents, employees or subcontractors discharge or release a listed chemical into water or onto or into land where the chemical passes or probably will pass into any source of drinking water during the performance of any work at or in the vicinity of any California facility of Buyer.
3. **NOTIFICATION:** Seller shall provide immediate oral notification to Buyer's local EH&S representative of any incident or circumstance which might constitute a violation of Seller's duties under paragraphs 1 and/or 2 above. That notification shall be followed within five days by a written report describing the incident, any corrective actions undertaken in response to the incident, and any preventative measure instituted to prevent recurrence, if appropriate.

The text of this document shall not be changed except by written agreement between Buyer and Seller.