

Safety Performance

(Services)

1. Applicability

The requirements and provisions of this form shall apply only to the extent Seller or subcontractors of Seller, at any tier, performs the work required by this Order/Agreement (hereinafter "Order") at locations or plants specifically identified by Buyer in the Order. As used throughout the remainder of this form, unless specifically indicated otherwise, the term "Seller" shall include Seller's subcontractors, at any tier.

2. Requirements

- a. In addition to applicable federal, state and local laws and regulations, Seller shall comply with requirements unique to the job or location as determined by Buyer. Conflicts between or among the requirements of any applicable federal, state or local law or regulation or any other provision of this Order, shall be brought to the attention of Buyer Procurement Representative, only in writing, and only by the Seller.
- b. Buyer's Environmental, Safety and Health Organization will, from time to time, observe Seller's performance of work under this Order to verify compliance with:
 - Applicable federal, state or local law, and regulations for work-related safety and health concerns
 - Seller's Safety Plan
 - Job-specific safety requirements, and
 - Seller has established and promoted effective safety and health programs.
- c. Buyer's Environmental, Safety and Health Organization shall have the authority to:
 - Stop any unsafe tasks performed by Seller under this Order
 - Require the Seller to remove from Buyer's premises any employee or representative of Seller engaging in unsafe behavior.
- d. Failure of Seller to comply with the safety requirements, laws or regulations applicable to this contract shall constitute the grounds for cancellation of the contract for default.