

## **SUBCONTRACT WORK INVOLVING INHERENTLY DANGEROUS MATERIAL**

- A. SELLER is notified herewith that certain or all articles of commerce upon which work is being or shall be performed under this Subcontract are inherently dangerous or may become dangerous under certain circumstances of environment or working or testing methods.
- B. SELLER represents and warrants that it is qualified by virtue of its experience in manufacturing and/or testing facilities to perform work or services in connection with, or otherwise handle, inherently dangerous articles of manufacture, including but not limited to explosive devices or devices containing explosive compounds; and BUYER relies upon said experience and qualification of SELLER as aforesaid.
- C. By acceptance of this Purchase Order, SELLER agrees to perform the work specified herein in a reasonable and prudent manner and as prescribed herein, and to indemnify the Buyer, and hold it harmless against such losses and liabilities (including attorney fees and related expenses) as arise out of SELLER's performance results in injury to or the death of SELLER's employees and/or other persons, all damage to any of SELLER's property or the property of others while this work is in the actual control of SELLER or its officers, employees or agents, at SELLER's premises or other locations under temporary control of SELLER:
  - 1. Where said losses and liabilities arise out of and as a direct consequence of the acts and/or omissions of the officers, employees or agents of Seller, or
  - 2. Where said losses and liabilities results from a test, the nature of which intends the destruction of a given piece of material and/or equipment.

### **SAFETY PRECAUTIONS FOR INHERENTLY DANGEROUS MATERIAL**

- D. For purposes of this attachment, dangerous materials shall be defined to include ammunition, explosives, acids, fuels, propellants, hazardous chemicals, and other material of an explosive, corrosive, flammable, combustible, toxic, radioactive, oxidizing nature, or so magnetic as to affect aircraft navigation systems, or of an otherwise dangerous nature.
- E. The SELLER shall comply with the substance and intent of applicable portions of AF Technical Order 00-110N-3, AF Manual 75-2; Armed Services Procurement Regulation Contract Clauses and Solicitation Provisions, [DAR 7-104.79] FAR 52.223-7001 "Safety Precautions for Ammunition and Explosives" (Full text attached); FAR 52.223-7002 "Change in Place of Performance - Ammunition and Explosives" (Full text attached); [DAR 7-104.80] FAR 52.223-7000 "Notice of Radioactive Materials"; [DAR 7-104.81] FAR 52.228-7006 "Accident Reporting and Investigation Involving Aircraft Missiles and Space Launch Vehicles"; and applicable local, state, and Federal ordinances, laws, and codes, including the

latest changes, revisions and/or supplements thereto, in effect on the date of this Subcontract, in the development, testing, storage, manufacture, packaging, transportation, handling, disposal, or use of dangerous materials, which may affect the performance of this Subcontract, whether such performance is on premises controlled by the Government/BUYER or otherwise. The SELLER shall comply with the requirement for shipper certificate in accordance with AFM 71-4 if shipment of dangerous materials is to be made by military air or to an aerial port of embarkation. The SELLER shall also comply with any additional safety measures required by the Buyer with regard to such dangerous materials; provided, that if compliance with such additional safety measures results in a material increase in the cost or time of performance of the Subcontract over and above that required hereunder, an equitable adjustment will be negotiated in accordance with Purchase Order, Terms and Conditions.

- F. Insofar as applicable to the work under this Subcontract or services hereunder, requirements for the following exhibits are hereby incorporated by reference and made a part hereof: MIL-STD's 129H to the extent called out by MIL-STD 130F to the extent called out by MIL-STD 444 and 709C Notice No. 1, 1270-0848, AF T.O. 11A-1-47; Bureau of Explosives Tariff No. BOE 6000 (latest revision); ICC Regulations, T.C. Georges' No. 19; Fruend's Tariff No. 12, Motor Carrier Explosives and Dangerous Articles Tariff; Restricted Articles Tariff No. 6-D (including ATB No. 37 and CAB No. 82); U.S. Coat Guard Regulations, and Federal Aviation Agency Regulations.
- G. The rights and remedies of BUYER provided for in this attachment shall not be exclusive and are in addition to any other rights and remedies provided by law and this Subcontract. All sections of this attachment are invoked by reference thereto on the Subcontract and may not be modified except by reference or amendment to the Subcontract in writing.
- H. Notwithstanding the requirements of DOD 4145.26-M, Contractor's Safety Manual for Ammunition and Explosives, as referenced in FAR 52.223-7001, the Buyer requires, as a minimum, that the following protective wear be donned when handling ammunition and explosives articles:
  - 1. OSHA approved industrial safety glasses, as a minimum.
  - 2. Head-to-toe flame retardant clothing for operators; flame retardant lab coats permissible for transient personnel.
  - 3. Non-sparking safety shoes, except where conductive shoes are required when working on grounded flooring.
  - 4. Ensured bonding and grounding of personnel and ammunition and explosive articles.