

	Services and Labor Hour Supplemental Terms and Conditions	
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These terms and conditions supplement the Aerojet General Provisions, Form SCM-S302-1 (January 2009).

1. **WARRANTY OF SERVICES** (applicable if the Work includes the performance of task or labor hour services)
  - a. Seller shall assign personnel who are capable, skilled, qualified, and competent to perform in a manner that is satisfactory to Aerojet. Notwithstanding inspection and acceptance by Aerojet, the Seller warrants that it will perform the Work under this Contract with the high degree of professional skill and sound practices and judgment normally exercised by recognized professional firms with respect to services of a similar nature or the degree Seller described in proposals or marketing materials, whichever is higher. If the Seller is required to correct or reperform nonconforming Work, Seller shall be subject to this clause to the same extent as work initially performed.
  - b. Seller warrants that it is and shall remain free of any obligation or restriction that would interfere or be inconsistent with, or present a conflict of interest concerning, the Work to be performed by Seller under this Contract.
  - c. This warranty shall survive inspection, acceptance and payment, and shall run to Aerojet and its successor, assigns, and customers. If the Contract expires, is completed or is terminated, Seller shall not be relieved of the continuing obligations of this warranty.
2. **SELLER'S RESPONSIBILITIES FOR ITS EMPLOYEES** (applicable if the Work includes the performance of task or labor hour services)
  - a. Seller shall assign personnel who are capable, skilled, qualified, and competent to perform in a manner that is satisfactory to Aerojet. All performance by Seller under the Contract is at Seller's risk as to the methods, processes, procedures, and safe conduct of the work, except as otherwise specified.
  - b. Seller is an independent contractor for all purposes. The employees used by Seller to perform Work under this P.O. shall be Seller's employees exclusively without any relation whatsoever to Aerojet. Seller and its agents, representatives, and employees shall not be considered agents, representatives, or employees of Aerojet.
  - c. Seller shall comply with all directives established by Aerojet or its customers for access to and activities on premises controlled by Aerojet or its customers. Seller shall ensure that its employees are adequately trained to comply with security, safety, and environmental requirements when performing services on Aerojet or customer facilities.
  - d. Aerojet may require Seller to remove from its or its customer's premises any employee, agent, or representative of Seller, or any of its subcontractors, that Aerojet reasonably deems incompetent, careless or unsafe, otherwise objectionable. Seller shall immediately remove such employee, agent, or representative from Aerojet's premises. Seller agrees to indemnify, defend, and hold harmless Aerojet, its subsidiaries, affiliates, parent, and their customers, successors, assigns, employees, officers, attorneys and agents from and against any and all losses, liabilities, damages, claims, demands, subrogations, suits, actions, proceedings, costs, and expenses, including attorneys' fees and costs of litigation related thereto or incident to establishing the right to indemnification, arising from Aerojet's reasonable exercise of its rights under this provision.