



## ON-SITE SERVICES ADDENDUM

This On-Site Services Addendum ("Addendum") is incorporated by reference into and made a part of the Standard Terms and Conditions ("Terms") between Infinity Engineered Products, LLC ("Buyer") and the party to whom the purchase order is addressed (the "Seller"). This Addendum sets forth certain rights, duties, and obligations of Seller when performing Services at a Buyer facility. This Addendum shall supplement (and not supersede) the Terms and shall take precedence solely to the extent of any conflict between this Addendum and the Terms regarding the subject matter contained herein. All capitalized terms used and not expressly defined in this Addendum shall have the meanings given to them in the Terms.

- 1. Employees.** Seller will employ experienced, qualified, reliable and trustworthy persons to perform the Services. At Buyer's request, the credentials of any of Seller's employees assigned to perform the Services shall be submitted to Buyer in advance of such assignment. All Seller's employees and its subcontractors performing the Services will comply with Buyer's policies, procedures and directives. Individuals employed by or representing Seller shall be subject to Buyer's continuing approval. During the performance of the Services, Buyer may object to any Seller employee who, in Buyer's opinion, does not meet these criteria or whose performance is unsatisfactory. In such case, Seller shall, at its expense and risk, immediately replace or remove such individual from performing the Services.
- 2. Supervision.** Seller shall assume full responsibility for their employees' acts and omissions (negligent or otherwise) in and around Buyer's facility. Seller shall enforce all environmental protection and worker health and safety and similar requirements applicable to its performance of Services hereunder. Seller alone is responsible for the manner and methods by which the Services are performed and for materials, workforce and equipment, irrespective of whether any changes are made as a result of comments received from Buyer.
- 3. Background Checks.** Seller shall make best efforts to ensure each employees assigned to preform the Services do not have a criminal record and is not involved in criminal activity that could create a risk to Buyer's facility, customers, and/or employees. Upon Seller's actual knowledge of an employee having a criminal record or involvement in criminal activity, Seller shall immediately remove such employee from performing Services for Buyer. Buyer, at any time prior to the start of or during the Services, may request Seller to verify that an employee or employees do not possess a criminal record.
- 4. Substance Abuse.** Seller agrees to comply with all applicable state and federal laws regarding a drug-free workplace. Seller is responsible for ensuring all of its employees and subcontractors, while working at Buyer's facility, will not: (1) be under the influence of drugs or alcohol; or (2) purchase, transfer, use or possess illegal drugs or alcohol; or (3) abuse prescription drugs in any way.
- 5. Safety and Health.** Seller shall preform the Services in a manner to avoid risk of bodily harm to persons or damage to property. Seller shall take all precautions necessary and shall be solely responsible for safety and adequacy of the manner and methods it employs in performing the Services and shall not require any employee or representative performing hereunder to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to safety or health. Seller shall preform the Services in conformance with all applicable safety and health laws, ordinances, rules, regulations, orders and all other requirements (including, without limitation, standards under the Occupational Safety and Health Act (OSHA) and Buyer's safety requirements) when at Buyer's facility. Seller shall continuously inspect its work, materials and equipment to identify any unsafe conditions, and shall promptly take action to correct any condition presenting such a risk. To the extent applicable, Seller shall comply with all hazard communication standards promulgated by OSHA, 29 CFR 1910.1200, et. seq.
- 6. Non-Interference.** Seller shall preform the Services so as to minimize interference with other activities at Buyer's facility. Seller shall cooperate fully with Buyer and other contractors and shall plan and perform the Services in such a manner so as not to interfere with the activities or operations of Buyer or other contractors.
- 7. Miscellaneous.** This Addendum will commence as of the effective date of the Order and will remain in effect until all Services to be provided under the Order are completed, or until the expiration or termination of the Order. If any provision of this Addendum is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired. The failure of Buyer at any time to require performance by Seller of any provision of this Addendum will in no way affect Buyer's right to enforce such provision, nor will the waiver by Buyer of any breach of any provision of this Addendum be taken or held to be a waiver of any further breach of the same provision or any other provision. This Addendum will not create any right in or obligation to any third party.