

THE CONTRACT WITH THE BOEING COMPANY its affiliates, divisions, or wholly owned subsidiaries is supplemented by the following provisions (“Supplemental Provisions”):

1.0 GENERAL. If Seller performs any On Site Work, these Supplemental Provisions, as may be revised from time to time, shall apply. Seller shall include these Supplemental Provisions in each of its subcontractor and supplier contracts in support of the performance of Seller’s obligations under the Contract.

2.0 DEFINITIONS. The definitions set forth below apply in these Supplemental Provisions.

2.1 “Buyer” means the entity of The Boeing Company, its affiliates, divisions, or wholly owned subsidiaries that is a party to the Contract.

2.2 “Buyer Representative” means Buyer’s employee or agent who has been designated as Seller’s point of contact for the On Site Work.

2.3 “Contract” means the agreement between Seller and Buyer to which these Supplemental Provisions and all applicable Service Provider Manuals are incorporated.

2.4 “Environment” means any air (including air within natural or man-made structures above or below ground), water (including inland and coastal water, surface water and groundwater), land (including surface land and subsurface land, seabed and riverbed), and any living organisms or ecosystems supported by those media.

2.5 “Environmental Requirements” means all law, legislation, decrees, statutes, regulations, directives, ordinances, standards, defence department requirements on government owned/company operated locations, or other provisions having the force or effect of law and all judicial or administrative orders, judgments or directives concerning or related to pollution or protection of the Environment or intended to control or restrict the use, storage, transportation, treatment, recycling, release, discharge, or disposal of Regulated Material.

2.6 “Health and Safety Requirements” means all law, legislation, decrees, statutes, regulations, directives, ordinances, standards, defence department requirements on government owned/company operated locations, or other provisions having the force or effect of law and all judicial or administrative orders, judgments or directives concerning or related to worker health and safety.

2.7 “Incident” means any unplanned event that results in or has the “potential to result” (i.e., near miss) in occupational injury/illness or environmental impact (refer to local or organizational guidance).

2.8 “On Site Work” means any goods provided or to be provided or services performed or to be performed by Seller under the Contract on property owned, operated, leased, occupied, or controlled by Buyer, and includes, without limitation, property owned or leased by Buyer’s customers if work will be performed there.

2.9 “Prohibited Materials” includes, without limitation, asbestos, PCBs, and any other material (a) listed as prohibited in the Service Provider Manual applicable to the On Site Work, (b) designated by Buyer Representative in writing as prohibited, or (c) generally considered prohibited by reference to industry best practice for the On Site Work.

2.10 “Project” means a single activity or job, or a group of similar or related jobs.

2.11 “Regulated Material” means any substance, compound, matter, debris, container, equipment, or other material in any form whatsoever, whether solid, liquid, gaseous, semisolid, or any combination

thereof, whether waste material, raw material, chemical, finished product, by-product, or any other material, which either (a) is capable of causing harm to human health or the Environment; or (b) as to which liability or standards of conduct are imposed under applicable Environmental Requirements

2.12 “Safety and Environmental Plan” means a written plan specific to each Project setting out Seller’s safety and environmental arrangements in detail commensurate with the nature of the On Site Work.

2.13 “Seller” means the entity identified in the Contract who contracts with Buyer and includes Seller’s representatives, agents, successors, and permitted assigns and includes, without limitation, any subcontractor or supplier engaged by Seller in relation to the On Site Work.

2.14 “Service Provider Manual” means each applicable Boeing Service Provider Manual for the On Site Work, which are hereby incorporated by reference into the Contract. For ease of reference, the Service Provider Manuals may be seen at <http://www.boeingsuppliers.com/environmentLinks.html>.

2.15 “Waste” means any substance, material, or object which is intended by Seller or is required by applicable Environmental Requirements to be disposed of, treated, recycled, or reclaimed.

3.0 ON SITE WORK.

3.1 Seller’s Sole Responsibility for Safety and Environmental Protection. Seller shall at all times be solely responsible to implement all aspects of safety and environmental protection of the On Site Work, including initiating, maintaining and supervising all safety and environmental precautions and programs in compliance with all applicable legal requirements and the additional requirements of the Contract. Seller shall continuously inspect all On Site Work, materials, and equipment to discover the existence of any conditions that create a risk of bodily injury to persons or damage to property or the environment and shall be solely responsible for discovery and correction of any such conditions.

3.2 No Buyer Responsibility for Seller’s Safety or Environmental Performance. Buyer shall have no responsibility for the safety or environmental performance of Seller in performing On Site Work, or any aspect of safety or environmental protection in connection with that work, including all safety and environmental precautions and programs of Seller.

3.3 Seller shall cooperate and coordinate with Buyer and other contractors and their subcontractors and suppliers performing On Site Work as necessary regarding safety and environmental protection matters.

3.4 On Site Work Requirements. When On Site Work is performed Seller shall comply with requirements in the Contract including, without limitation, the requirements set forth in the Service Provider Manual.

- i. All individuals for whom Seller is responsible must be adequately trained and hold necessary certifications for all jobs, tasks, or work that they will perform. Before commencing any On Site Work, Seller shall ensure that each such individual has been made aware of and can comply with: (a) the requirements in the Service Provider Manual, (b) each Safety and Environmental Plan, and (c) the Boeing Onsite Service Provider Onboarding video.
- ii. Seller shall coordinate with Buyer’s Onsite Activity Representative to determine any new site conditions appearing during the course of the work that may impact and require update to Seller’s work plan.
- iii. Seller shall submit to Buyer, upon request, evidence of Seller’s and its subcontractors’ employees: (a) training and certifications as required by 3.4.i.; and (b) that such employees have been made aware of and can comply with each Service Provider Manual; each Safety and Environmental Plan, and the Boeing Onsite Service Provider Onboarding video as required by 3.4.ii.

3.5 Requirements set forth in the Service Provider Manual are not intended to be all inclusive. The presence or absence of a specific requirement in the Service Provider Manual does not relieve Seller from its obligations under the Contract nor prohibit Buyer from providing additional requirements when warranted by the On Site Work.

3.6 Seller shall supplement the requirements of all applicable Service Provider Manuals in the Safety and Environmental Plan as necessary and appropriate to ensure safety and environmental protection.

3.7 By providing requirements in these Supplemental Provisions, the Service Provider Manual or through additional requirements when warranted by the work, or by providing consultation or assistance to Seller, Buyer assumes no control or responsibility whatsoever for any aspect of the On Site Work, which shall remain solely with Seller.

3.8 Observations. Buyer personnel may, but are not required to, visit the On Site Work area at any time to observe Seller's performance under the Contract. Seller recognizes and agrees that any such visits or observations will neither relieve Seller of its sole responsibility for all aspects of safety and environmental protection in connection with the On Site Work, nor create or constitute actual control or the right to control such safety or environmental performance by Buyer. Neither Buyer's observations or visits, nor any actions or inactions during or as a result of such visits or observations, shall give rise to a duty, responsibility, or liability of Buyer to Seller or anyone for whom Seller is responsible.

3.9 Review of Safety and Environmental Plan. Review of each Safety and Environmental Plan, or component thereof, shall not:

- i. Relieve in any manner Seller of its sole responsibility for safety and environmental protection in connection with the On Site Work.
- ii. Be construed as limiting in any manner Seller's obligation to initiate, maintain and supervise safety and environmental precautions and programs necessary or required to provide safe and environmentally protective working conditions at the On Site Work area.
- iii. Indicate Buyer's control over the manner in which Seller performs its work or supervises its employees.
- iv. Create any liability for Buyer.

3.10 Safety and Environmental Representative. Seller shall appoint and identify in writing a competent representative with full authority to coordinate, implement, and enforce each Safety and Environmental Plan and shall authorize such representative to devote whatever time is necessary to properly perform such duties. The representative shall attend all safety meetings and participate fully in all activities outlined in each Safety and Environmental Plan.

3.11 Incident Reports. For emergencies and significant Incidents, including near misses, immediate verbal notification shall be made to Buyer Representative with a follow-up written report to be submitted within eight (8) hours or by the end of the shift, whichever is sooner. Written reports shall be provided to Buyer Representative. Seller shall maintain accurate records of such Incidents and shall furnish to Buyer a copy of any report prepared pursuant to any applicable law.

3.12 Radio Frequency. If On Site Work requires the use of radio frequency energy or devices (excluding the use of commercial cellular telephones), Seller shall comply with applicable laws pertaining to the radio frequency certification and/or verification of regulatory conformance, and upon request Seller shall provide to Buyer proof of such certification or the regulatory conformance test report. For the purposes of the Contract radio frequency equipment is defined as any device which in its operation is capable of emitting radio frequency energy by radiation, conduction, or other means, including but not limited to transmitters, receivers, or other intentional, unintentional or incidental emitters of radio frequency signals, excluding the use of commercial cellular telephones.

4.0 SAFETY.

4.1 Although Seller has sole responsibility for safety in connection with the On Site Work, Buyer has responsibility for the safety of its own employees. Accordingly, before beginning the On Site Work, Seller shall develop a Safety and Environmental Plan specific to each Project.

4.2 Each Safety and Environmental Plan shall describe anticipated hazards and control methods Seller will employ to provide adequate safeguards for all personnel performing the On Site Work, On Site Work area invitees, Buyer's agents and employees, and the public. Each Safety and Environmental Plan shall be made readily available at the work area.

4.3 Seller shall submit an updated Safety and Environmental Plan to Buyer, upon request, for Buyer review.

4.4 Seller shall adhere to each Safety and Environmental Plan.

4.5 Payment for Emergency Services. When any individual for whom Seller is responsible is engaged in any activity related to the On Site Work and requires the services of an ambulance, physician, hospital, or other provider, Seller shall pay, or arrange for payment of all charges for any such services directly to the provider of such services.

4.6 Excavation. When excavating to a depth of twelve (12) inches (thirty (30) centimeters) or more, Seller shall use applicable site drawings to identify all underground utilities in the area affected by the excavation. After all known utility lines have been identified, Seller shall then use appropriate equipment to accurately locate all utilities in the area affected by the excavation. Seller shall use a locator that complies with industry best practice (such as the standards promulgated by Nulca (formerly known as National Utility Locating Contractors Association)). Seller shall ensure that all identified utility lines are marked and labeled in compliance with industry best practice (such as the APWA Uniform Color Code produced by the American Public Works Association). Seller shall notify Buyer of any identified utilities not shown on existing site drawings. Once all utilities are properly marked in the area affected by the excavation, Seller may begin the excavation work. Appropriate mechanical means may be used except that hand tools and hand dig methods must be used when digging within twenty-four (24) inches (sixty (60) centimeters) of any utility.

5.0 ENVIRONMENTAL PROTECTION.

5.1 Known Work Area Regulated Material. Before On Site Work is commenced, Seller shall obtain from Buyer information regarding the existence of any Regulated Material or hazardous conditions in or around the On Site Work area that may present a risk to persons performing the On Site Work.

5.2 No Use of Prohibited Materials. No Prohibited Materials may be used or installed without being expressly set out in the Safety and Environmental Plan and obtaining the prior written permission of Buyer Representative. When requested by Buyer, Seller shall provide written verification that no Prohibited Materials have been used or installed or disturbed as part of the On Site Work. If use of Prohibited Materials in the On Site Work has been permitted by Buyer, Seller shall, when requested by Buyer, provide a written statement identifying specifically where Prohibited Materials have been used or installed.

5.3 Discovery of Regulated Material. If, in the course of the On Site Work, Seller encounters materials reasonably believed to be Regulated Material, which were not previously disclosed by Buyer and which could present a risk to persons in or around the area or which may result in a release to the Environment, Seller shall immediately suspend the work in the area affected and immediately report, in writing, the condition to Buyer. The work in the affected area shall not be resumed except by written agreement of Buyer Representative and Seller. The work in the affected area shall be resumed in the

absence of the Regulated Material or when the hazardous condition has been made safe through engineering or administrative controls. It is contemplated by the parties that if remediation of the area is necessary, Buyer will contract with the appropriate necessary abatement or remediation contractor to perform the remediation.

5.4 Waste Management Plan. If Seller expects to generate Waste in performance of the On Site Work, Seller shall develop a written waste management plan prior to the start of On Site Work. Seller shall adhere to the plan. Upon request by Buyer, Seller shall provide to Buyer a copy of the plan for review and acceptance by Buyer Representative. If additional or unanticipated amounts or types of Waste are generated or encountered during On Site Work, Seller shall advise Buyer Representative as soon as possible and manage that Waste on site as directed by Buyer Representative.

5.5 Wastewater Handling and Stormwater Management. If Seller expects to produce wastewater in performance of the On Site Work, or expects to handle Regulated Material or other pollutants in an area that may be exposed to stormwater, Seller shall develop a written plan for handling such wastewater or stormwater. Both the control and discharge of wastewater and/or stormwater shall be addressed in Seller's plan. The plan shall address compliance with all applicable Environmental Requirements and any permits, licenses, stormwater pollution prevention plans relating to the On Site Work area and discharges therefrom. Before On Site Work is commenced, Seller shall obtain from Buyer Representative information regarding any permits, licenses, and stormwater pollution prevention plans that relate to the On Site Work area and discharges therefrom. Seller shall adhere to the plan. Upon request by Buyer, Seller shall provide to Buyer a copy of the plan for review and acceptance by Buyer Representative.

5.6 Air Pollution Control.

5.6.1 If Seller expects to produce emissions of any air pollutant or contaminant in the performance of the On Site Work, Seller shall develop a written plan for managing and controlling such emissions. Such plan shall be drafted to ensure compliance with all applicable laws and any applicable requirements of any orders, permits, licenses, registrations, or approvals issued to or in the name of Buyer. Buyer Representative will inform Seller of such applicable requirements. Seller shall adhere to the plan. Upon request by Buyer, Seller shall provide to Buyer a copy of the plan for review and acceptance by Buyer Representative.

5.6.2 Seller shall provide to Buyer Representative (a) copies of any orders, permits, licenses, registrations, or approvals issued to or in the name of Seller for any equipment that may produce emissions of air pollutants or contaminants and that will be operated in the On Site Work area and (b) no later than completion of each Project, copies of equipment usage logs, if required.

5.7 Emergency Response and Reporting of Spills or Releases.

5.7.1 If Seller expects to bring, use, produce, encounter or handle any Regulated Material at the On Site Work area, Seller shall notify Buyer Representative and shall obtain from Buyer Representative information regarding the applicable plans and procedures for emergency response to spills or releases of Regulated Material. Seller shall undertake immediate response to incidental spills or releases to contain the spill or release where the substance can be absorbed, neutralized, or otherwise controlled to prevent spreading, but only to the extent such response can be undertaken without posing a physical danger to the responding personnel or others nearby.

5.7.2 When Seller discovers a spill or release, whether or not Seller undertakes such response, Seller shall immediately notify (a) Buyer's emergency response personnel identified in Buyer's emergency response plans and procedures and (b) Buyer Representative. Seller shall cooperate fully with Buyer Representative in ensuring timely and complete reporting and response. If Seller is itself required by law to report a spill or release, then Seller undertaking such report shall immediately inform Buyer Representative in detail regarding such report.

5.8 Nuisance and Polluting Activity Prohibited. Polluting, dumping, or discharging of any harmful, noxious, or similar materials (such as concrete truck washout, vehicle and equipment maintenance fluids, residue from saw cutting operations, Waste and Regulated Material) into the building drains, storm drains, streams, waterways, holding ponds or to the ground surface shall not be permitted. Further, Seller shall conduct its activities in such fashion to avoid creating any nuisance conditions, including but not limited to suppression of noise and dust, control of erosion, and implementation of other measures as necessary to minimize the off-site effects of work activities.

5.9 Environmental Indemnification. Seller shall indemnify and hold harmless The Boeing Company, its affiliates, divisions, or wholly owned subsidiaries and their directors, officers, employees, and agents from and against:

- i. all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, fines, penalties, forfeitures and damages, of any kind and nature whatsoever (hereinafter "Claims"),
- ii. any expenses incurred in connection with the investigation or monitoring of environmental conditions,
- iii. any clean-up costs or other expenses incurred in connection with any clean-up, containment, or remedial, removal, or restoration work, to the extent necessary under applicable law, and
- iv. expenses, costs of litigation and counsel fees related thereto or incident to establishing the right to indemnification,

to the extent such Claims, costs, expenses, or fees arise out of Seller's performance of On Site Work that causes or allows either (a) the release or threatened release into the Environment of any Regulated Material, or (b) a violation of any Environmental Requirements. In no event shall Seller's obligations hereunder be limited to the extent of any insurance available to or provided by Seller. If any part of this paragraph 5.9 is or becomes void or unenforceable by law in any jurisdiction, the remainder shall be valid and enforceable and shall be liberally construed in order to effectuate the purpose and intent of this paragraph 5.9, and the invalidity or unenforceability of any part of this paragraph 5.9 in any jurisdiction shall not affect the validity or enforceability of this provision in any other jurisdiction. If any part of this paragraph 5.9 is held to be void or unenforceable, such part shall be reformed only to the extent necessary to make it enforceable.

6.0 COMPLIANCE AND COOPERATION REGARDING ORDERS, PERMITS AND APPROVALS AND APPLICABLE LAWS.

6.1 Seller's Permits. If the On Site Work requires a new permit, Seller shall work with Buyer Representative to ensure that an appropriate permit application is completed. Any permit application prepared by Seller shall be submitted to Buyer Representative for review before it is submitted to a governmental authority or agency. Unless otherwise directed by Buyer Representative, Seller must be listed as the permittee or co-permittee on the permit if the jurisdiction in which the permit is issued allows contractors to serve as permittees in conjunction with or in lieu of the owner of the site.

6.2 Compliance with Buyer's Orders, Permits and Approvals and Applicable Laws. For avoidance of doubt, it is understood and agreed that Seller's obligation to comply with all laws as set forth in the Contract shall include without limitation compliance with all Environmental Requirements and all Health and Safety Requirements and the provisions of all orders, permits, approvals, or other government directives, now or hereafter held by, or issued to or in the name of Buyer, which are applicable to Seller's performance of On Site Work. Such orders, permits and approvals include without limitation those issued under Environmental Requirements and Health and Safety Requirements. In addition, Seller shall not take any action that would hinder Buyer's ability to comply with the provisions of any order, permit or approval applicable to Buyer's operations.

6.3 Reporting Under Applicable Laws, Orders, Permits and Approvals. To the extent that Buyer is required under Environmental Requirements or Health and Safety Requirements, or any order, permit or approval issued thereunder, to report or otherwise provide to any governmental authority or agency or Buyer's employees any information or data (including but not limited to the status of compliance and/or



performance under any such laws, requirements, orders, permits or approvals) and such information or data relates in any way to Seller's performance of On Site Work, Seller shall upon request of Buyer promptly provide to Buyer any such information or data. Upon request of Buyer, a Seller responsible official shall also certify to Buyer that the information or data provided is true, accurate and complete, and that such performance was during the relevant period in compliance with the applicable provisions of the relevant Environmental Requirements, Health and Safety Requirements, orders, permits and approvals. If Buyer's request sets out a periodic schedule and/or format for the provision of any such information or data to Buyer, Seller shall adhere to that schedule and/or format.

6.4 Transfer of Buyer's Orders, Permits and Approvals. If any order, permit or approval now or hereafter held by, or issued to or in the name of Buyer, contains provisions applicable to Seller's performance of On Site Work, Seller shall, upon request of Buyer, accept transfer of the order, permit or approval or that portion thereof applicable to such performance, along with any other provisions that the issuing governmental authority may lawfully require be contained therein as a condition of the transfer. This obligation includes without limitation, an obligation on the part of Seller to diligently cooperate with Buyer in applying to the relevant governmental authority for, and diligently pursuing, such transfer.

6.5 Seller's Acquisition of Independent Orders, Permits or Approvals. If any order, permit or approval now or hereafter held by, or issued to or in the name of Buyer, contains provisions applicable to Seller's performance of On Site Work, Seller shall, upon request of Buyer, apply for, diligently pursue, and accept issuance of an independent order, permit or approval containing those provisions applicable to such performance and any other provisions that the issuing governmental authority may lawfully require be contained therein.

6.6 Seller's Cooperation in Applying for and Pursuing Additional Orders, Permits or Approvals. If Buyer determines in its sole discretion that any additional order, permit or approval is necessary or desirable for its purposes, and such order permit or approval might contain provisions applicable to Seller's performance of On Site Work, Seller shall, upon request of Buyer, cooperate with Buyer in the application for, and diligent pursuit of such order, permit or approval.