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## GENERAL WORK RULES FOR SUPPLIERS AND SUBCONTRACTORS

Listed below are the work rules which include procedural, safety, environmental, and general operating requirements for all Suppliers, subcontractors, and their respective agents and employees working at Buyer's facilities. The indicated rules and regulations are not all inclusive and are not intended to supersede any Occupational Safety and Health Act ("OSHA") or Environmental Protection Agency ("EPA"), federal, state, or local requirements/standards or any of Supplier's own safety program requirements. Additionally, Supplier shall provide to Buyer copies of its accident and illness rates during performance of the work as may be requested.

### 1.0 Mandatory Orientation

- 1.1 Before starting work, the facility manager, engineering manager, or delegate must provide Supplier orientation before any work can begin at the Ball facility. All subcontractors are required to receive orientation from Supplier prior to starting any work.
- 1.2 Written documentation showing completion of this orientation must be submitted to Buyer by Supplier prior to work beginning.

### 2.0 Conduct on the Job

- 2.1 Supplier shall, when requested to do so by Buyer, remove from the job any employee whom Buyer's representative determines to be objectionable.
- 2.2 Supplier shall keep a representative at the job site during all times when Supplier's work is in progress, and such representative shall be authorized to represent Supplier as to all phases of the work.
- 2.3 Supplier shall advise Buyer at all times who its representative is to be.
- 2.4 All tests or trials shall be made in the presence of the named representative of Buyer.
- 2.5 Work shall be under the observation of Buyer's representative(s) who shall have the right, but not the obligation to reject unqualified or unacceptable materials furnished, work performed, rate of progress of work, interpretation of drawings, specifications, and acceptable fulfillment of Contract.

### 3.0 Project Schedule

- 3.1 Buyer will develop a construction schedule for the project and Supplier shall utilize it in planning, coordinating, and performing work under this Contract, including Suppliers, equipment vendors, and suppliers.
- 3.2 Supplier shall provide all necessary scheduling information to Buyer in the form required by Buyer.
- 3.3 Supplier shall complete the work in accordance with the construction schedule established by Buyer.
- 3.4 Whenever it appears that any completion date will not be met, Supplier shall take some or all of the following action at no additional cost to Buyer:
  - 3.4.1 Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
  - 3.4.2 Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing sufficiently to substantially eliminate the backlog of work.
  - 3.4.3 Reschedule activities to achieve maximum practical concurrency of accomplishment of activities.
- 3.5 If Supplier fails to take any of the above actions, Buyer may take such action as is necessary to ensure that the completion date is met and, under the terms of the Contract, may deduct the cost of such actions from the monies due Supplier.

### 4.0 Facilities

Supplier shall be responsible for providing all of the necessary storage areas, sanitary facilities for its employees, temporary enclosures, telephones, and temporary heat, electricity, and water to carry out the work included in this Contract.

### 5.0 No Claim for Delay

Supplier shall not make any claim against Buyer for any act or omission causing delay to Supplier or disruption of Supplier's work, and Supplier expressly waives any and all claims for damages for any such acts or omissions or delays or disruptions.

### 6.0 Permits, Licenses, Inspections, and Taxes

Supplier shall obtain and pay for all necessary permits, licenses, inspections, taxes, pay all assessments and pay all fees, including usage related utility connection fees, and all work must conform in every particular with all local, state, or federal laws, codes, regulations, or inspections which may apply, whether or not specifically mentioned in plans and specifications.

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## 7.0 Interpretation of Plans and Specifications

It is understood that ambiguities and inconsistencies may arise in and between drawings and specifications. In the event of any dispute concerning interpretation of plans and specifications, Supplier shall perform work and provide materials in conformity with the decision of Buyer.

## 8.0 Catalog Data, Material Lists, Samples, and Shop Drawings

Supplier agrees to furnish all catalog data, material lists, samples, and shop drawings as called for in the specifications or required by Buyer, and to deliver them to Buyer for approval within thirty (30) days or as directed by Buyer of the date of this Contract. Supplier shall reimburse Buyer for any expenses incurred by virtue of any delay in supplying these documents.

Approval of shop drawings by Buyer will be for general arrangement only and shall not be construed by Supplier as approval of design details, dimensions, materials, or other features which change, alter or in any way, negate requirements or intent of the Contract or authorized changes thereto and shall not relieve Supplier of responsibility for adherence to Contract.

## 9.0 Post-Construction Requirements

As-Built drawings, all subcontractor's, manufacturer's, or supplier's warranties and guaranties, expressed or implied, operating instructions, installation instructions, maintenance instructions, design data, and recommended spares stocking information are required and will be submitted by Supplier to Buyer within two (2) weeks prior to the completion of work and, furthermore, it is further agreed that Buyer may procure these requirements in the event of untimely performance by Supplier, with the cost of this procurement charged against the account of Supplier.

## 10.0 Documents

All documents prepared by either Buyer, Supplier, or Supplier's subcontractors shall be and remain the property of Buyer.

## 11.0 Personal Safety and Protection

- 11.1 Supplier is responsible for providing all required safety equipment and personal protective equipment ("PPE") for employees.
- 11.2 Safety glasses are mandatory in designated areas. The use of safety glasses or face shields is required when performing work where flying particles, sparks or the potential for splashing chemicals may be present.
- 11.3 Ear protection is mandatory in designated areas.
- 11.4 Safety shoes or conventional work shoes must be worn at all times. Athletic style, sandals or open-toed shoes will not be permitted.
- 11.5 Hard hats are required in all areas of overhead work or in areas of possible overhead hazards.
- 11.6 Loose clothing and jewelry may not be worn around machinery.
- 11.7 Supplier's personnel working in electrically energized panels are required to meet the requirements of NFPA 70E, 2004 edition, including wearing properly rated PPE and using properly rated tools and test equipment. PPE levels will be indicated on panel door signs or available from Buyer's field engineer for new equipment.
- 11.8 Safety belts, life lines, and other protective equipment are required when employees are working in unprotected or unsecured overhead areas.
- 11.9 First aid equipment/supplies must be maintained on-site at all times by Supplier. First aid treatment and other medical services are Supplier's responsibility. Supplier must immediately notify the Field Engineer or other Buyer supervisory personnel of all injuries.
- 11.10 General horseplay, running, throwing or tossing of items, and other unsafe work practices are strictly prohibited.

## 12.0 General Work Rules

- 12.1 Smoking and the use of tobacco in any form is prohibited except in specifically identified/designated areas.
- 12.2 Food and beverages are not to be stored or consumed within the facilities at any time except in identified/designated areas.
- 12.3 Forklifts and any other equipment shall be operated only by authorized, trained personnel. Under no circumstances is anyone other than the operator to ride on any equipment.
- 12.4 Only electric or propane powered equipment is allowed within the facility unless specifically authorized by the Field Engineer or Buyer supervisory personnel.
- 12.5 The use of plant equipment, facilities, or materials for construction purposes is prohibited. Supplier is responsible for furnishing all equipment and materials required for the construction and installation activities.
- 12.6 Supplier is responsible for adequately protecting all personnel, equipment, materials, and finished goods from hazard, dust, debris, weld splatter, grinder sparks, arc flashings, fire, chemical exposure, etc., during all construction activities.

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- 12.7 All scaffolding and ladders shall meet or exceed any requirements of the state or federal agencies. All ladders must be securely tied off.
- 12.8 Glass bottles or other breakable containers shall not be permitted in the facility.
- 12.9 Materials shall not be thrown or dropped from any overhead or roof areas.
- 12.10 Oxygen and gas cylinders shall be securely tied up or stored in a storage rack in a designated location. All cylinders shall be returned to the designated storage area promptly after use. Supplier must remove all gas cylinders brought onsite subsequent to completing the contract work.
- 12.11 Supplier's employees are not to stray out of the work areas into other areas of the facility.
- 12.12 No product (i.e., cans or plastic bottles) of the plant is to be used for storage or handling of oils, nuts, bolts, or any other commodity.
- 12.13 Never stand or walk under an elevated load.
- 12.14 When breaking concrete, saw cutting of drilling concrete, or performing any work which creates concrete dust, Supplier shall provide dust protection. Dust protections shall include, but not be limited to:
  - 12.14.1 Totally enclosing the work area by installing plastic barriers.
  - 12.14.2 Continually spraying concrete during the breaking or cutting operations.
  - 12.14.3 Provide ventilation as required to control dust to provide comfort to workers.
- 12.15 Tools on elevated platforms or other elevated work areas must be secured to prevent them from falling.
- 12.16 Do not climb over conveyers or machinery.
- 12.17 When using compressed air, never endanger another person with flying debris.
- 12.18 Supplier shall use OSHA approved lock-out/tag-out, confined space, and fall arrest programs when required to perform services.

## 13.0 Fire Protection

- 13.1 Supplier shall provide all required fire protection and fire fighting equipment.
- 13.2 All flammables shall be stored in Department of Transportation approved safety cans or drums. Proper identification of contents and stored amounts shall be in accordance with OSHA's Hazard Communication Standard.
- 13.3 Absolutely no work will be performed which affects existing fire sprinklers or fire protection equipment without prior notification of the Field Engineer or plant supervisory personnel.
- 13.4 Supplier shall use extreme caution when working in or near areas containing flammable materials.
- 13.5 Fire extinguishers must be adjacent to the work in progress which involves burning, cutting or welding.

## 14.0 Welding, Cutting and Burning

- 14.1 Supplier shall provide a fire watch during all cutting, welding, and burning operations.
- 14.2 Supplier shall complete a Hot Work Permit and post it at their work site before any welding, cutting or burning operations are undertaken.
- 14.3 Supplier shall comply with all plant regulations and direction provided with the Hot Work Permit.

## 15.0 Housekeeping

- 15.1 Supplier will be assigned a defined set-up and work area. All tools, equipment, and materials must be returned to this area at the close of work each day.
- 15.2 Aisles and walkways are to be kept clear and free from equipment, materials, trash, and debris at all times.
- 15.3 Supplier shall adequately protect the floor from oils, hydraulic fluids, and damage from cutting or welding operations.
- 15.4 Supplier shall clean-up the construction areas daily. All materials, tools, and equipment shall be returned to the designated location and the construction area broom cleaned each day.
- 15.5 Supplier is responsible for the daily removal and proper disposal of all construction related spoils and debris.
- 15.6 Supplier is responsible for a total final clean-up of the construction site to the satisfaction of the Field Engineer or plant supervisory personnel.
- 15.7 Supplier is responsible for the repair and/or replacement of any building and/or property damage due to the construction activities.

## 16.0 Job Facilities

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- 16.1 Supplier shall supply lunch, break, and toilet facilities. Plant offices, lunchrooms, and toilets are not to be used by any Supplier employee.
- 16.2 Supplier employees will park only in areas designated by the Field Engineer or plant supervisory personnel.
- 16.3 Supplier is responsible for all construction related parts, equipment, and material storage facilities.

## 17.0 Environmental Requirements

- 17.1 Supplier is responsible for proper use, removal, and off-site disposal of any hazardous materials used/generated during construction activities. Supplier shall submit copies of all applications, permits, and documentation regarding the use and disposal of all hazardous materials in accordance with all applicable federal, state, and local regulations.
- 17.2 Supplier is responsible for minimizing the potential for chemical spills/releases. No chemicals are to be disposed on the plant property, into plant sinks, floor drains, etc., or into storm sewers located on the outside of the facility.
- 17.3 Supplier shall remain with the vehicle when loading or unloading bulk or drummed/ containerized corrosives, paints, oils, solvents or other chemicals.

## 18.0 Other Items

- 18.1 The Field Engineer or plant supervisory personnel, must be notified prior to the commencement of any work which could affect normal plant operations.
- 18.2 If Supplier should require any assistance during the completion of Supplier work, Supplier must call the Facility's Engineer or plant supervisory personnel.
- 18.3 Indemnification. In addition, to the General Indemnifications set forth in the Terms and Conditions of Purchase, Supplier shall be liable to Buyer for any property damages or personal injury that result from Supplier or its subcontractor's negligence or will full misconduct in the performance of its Services or resulting from the failure of or any act or omission of Supplier or subcontractor in the performance of its Services or any property damage or personal injury that are a result of the failure of Supplier or its subcontractors to perform any obligation set forth herein. In addition, Supplier agree to defend, indemnify and hold Buyer harmless from and against any and all claims by third parties that arise out of, or are in any way related to the performance or non-performance of the Services agreed upon by Supplier or its subcontractors to the extent such damage to personal property or any person is caused by the negligence or willful misconduct of Supplier or its subcontractors.
- 18.4 Waste Disposal. In the performance of its obligations under this Agreement, including, but not limited to any waster service to be provided hereunder such as the disposal of any and all waster, Supplier shall comply with all Federal, State, Territorial and Local statutes, codes, regulations, ordinances, rules, Purchase Orders and other requirements set forth by any agency or governmental body. All waste services shall be performed in a careful and workmanlike manner and Supplier shall take all necessary and appropriate precautions to avoid injury to persons and damage to property, as well as death, Furthermore, Supplier providing said waste services hereunder agrees to incorporate and adhere to the use of best management practices for any of its obligations that are impacted by laws, regulations, ordinances, Purchase Orders and requirements in effect during the existence of this Agreement In furtherance thereof, Supplier providing waste services hereunder shall certify within two (2) business days to Buyer that it is in compliance with such laws, regulations, ordinances, Purchase Orders and requirements in a form acceptable to Buyer.
- 18.5 Air Pollution Requirements. In addition to the provisions container herein, It is Supplier's responsibility to comply with all Federal, State and Local Requirements when using architectural coatings (i.e. Paints, Cleaners, or Soaps) on any Ball property. Such compliance considerations shall include, but not be limited to, volatile organic compound content limitations, volume/quantity limitations and application methodology restrictions
- 18.6 Lawful Work Status: Supplier represents and warrants to Buyer that all individuals that Supplier assigns to perform work on the project will either be United States Citizens or Aliens who may lawfully be employed in the United States. Supplier further represents and warrants that it shall fully comply with all relevant requirements of state and federal law regarding lawful employment in the United States, including, but not limited to, the U.S. Immigration Reform and Control Act, as amended, and regulations promulgated thereunder. Supplier shall comply with all requirements regarding verification of the identity and work authorization of all individuals assigned to Buyer's projects, completion of appropriate Form I-9 Documentation and compliance with record keeping requirements. Supplier shall include this provision in all agreements between Supplier and any subSupplier or company performing work for Supplier under this Purchase Order. Upon request, Supplier shall provide Buyer with all copies of all records documenting its compliance with this Section and shall fully indemnify Buyer from and against all liabilities, damages, fines and other losses, including, but not limited to costs and attorneys' fees that Buyer may incur as a result of Supplier's breach of the representations and warranties set forth in this Section