

VCNA Health and Safety Requirements Purchase Order terms and conditions Addendum

This Addendum forms part of the Purchase Order or the Agreement and applies to all Services performed in the United States. Additional State requirements will apply. Capitalized terms have the meanings given in the Agreement. Where Purchaser's Site rules or policies are more stringent than Laws, the stricter requirement applies.

1. **U.S. legal compliance and Site rules.** Vendor shall comply with all Laws relating to occupational health and safety and workers' compensation applicable to the Site(s) and the Services, including without limitation the Occupational Safety and Health Act and regulations promulgated thereunder (OSHA, 29 CFR Parts 1910 and 1926, as applicable), the Mine Safety and Health Act and MSHA regulations where applicable, the U.S. Department of Transportation regulations where applicable, and all applicable state and local occupational safety, health, and workers' compensation laws and regulations. Vendor shall comply with Purchaser's Site-specific rules, orientations, policies, permits, and instructions.
2. **Health and safety management system.** Vendor shall maintain a written health and safety management system appropriate to the scope of Services, including policies and procedures for hazard identification, risk assessment and control, training and competency, job planning, inspections, incident reporting and investigation, corrective actions, and subcontractor management. Upon request, Vendor shall provide Purchaser with copies of its safety manual, procedures, and evidence of implementation. If Vendor holds ISO 45001, OSHA VPP Star, or an equivalent certification or recognition, it shall provide current evidence of certification or recognition.
3. **Competency, training, and orientation.** Vendor shall ensure all Personnel are competent for their work and have current, applicable training and certifications, which may include, as applicable: OSHA 10/30-hour outreach training; Hazard Communication (29 CFR 1910.1200); lockout/tagout (29 CFR 1910.147); permit-required confined spaces (29 CFR 1910.146 and/or 29 CFR 1926 Subpart AA); hot work and fire prevention; fall protection (29 CFR 1926 Subpart M and/or 29 CFR 1910 Subpart D/I); powered industrial trucks (29 CFR 1910.178); mobile elevating work platforms and aerial lifts (29 CFR 1926.453/1910.67); cranes, rigging, and hoisting (29 CFR 1926 Subpart CC); electrical safety including NFPA 70E practices for arc flash; respirator use (29 CFR 1910.134); silica (29 CFR 1926.1153/1910.1053); and First Aid/CPR (29 CFR 1910.151) as required. All Personnel must complete Purchaser's Site orientation and any job-specific briefing before commencing work.
4. **Permits and safe work practices.** Vendor shall obtain and comply with all required permits and procedures, including but not limited to: lockout/tagout, confined space entry, hot work, ground disturbance/excavation (including 811 utility locates), line breaking, electrical work, crane and critical lift plans, and energized work authorizations. Vendor shall complete task-level hazard assessments and Job Safety Analyses/Job Hazard Analyses for high-risk activities and shall maintain up-to-date hazard controls and rescue plans (including, as applicable, confined space rescue and fall arrest rescue).
5. **Personal protective equipment.** Vendor shall ensure Personnel wear and maintain all PPE required by Laws and Purchaser policy, including at a minimum: ANSI/ASTM-compliant safety footwear (e.g., ASTM F2413), hard hats (ANSI Z89.1), safety glasses with side shields (ANSI Z87.1), high-visibility apparel (ANSI/ISEA 107), task-appropriate gloves, and hearing protection where indicated. Additional PPE, such as respiratory protection, fall protection, cut or chemical-resistant gloves, and arc-rated clothing, shall be used as required by risk assessment, permit, or Purchaser policy. Where applicable, Personnel shall be medically evaluated, fit-tested, and trained for respirator use, and medically cleared for other PPE as required by Laws.
6. **Tools, equipment, and mobile plant.** Vendor shall ensure all tools, equipment, lifting devices, and mobile equipment are suitable for their intended use, inspected and maintained in accordance with manufacturer requirements and Laws, and used only by trained and authorized Personnel. Required inspections (including daily, periodic, third-party, and certification where applicable) shall be documented and available upon request.
7. **Subcontractors.** Vendor shall be responsible for its subcontractors' compliance with this Schedule, the Agreement, and all Laws. Vendor shall flow down all requirements herein in its subcontracts and shall supervise and coordinate subcontractors at the Site(s). Vendor remains fully responsible for subcontractor performance.

8. **Incident reporting and investigations.** Vendor shall immediately notify Purchaser of any incident, near miss, injury, occupational illness, property damage, spill, issuance of a regulatory citation or order, or attendance by a regulator at the Site(s) related to the Services. Written reports, including root cause analysis and corrective actions, shall be provided to Purchaser within twenty-four (24) hours (or earlier if required by Purchaser or Laws). Vendor shall cooperate with Purchaser and any regulator in all investigations and shall implement corrective actions promptly. Vendor shall make required reports to governmental authorities under applicable Laws.
9. **Stop work and removal from Site.** Vendor shall stop work where conditions are unsafe or where directed by Purchaser. Purchaser may remove any Personnel who fail to comply with Laws or this Schedule. Such stoppages or removals shall be at Vendor's cost and without entitlement to additional time or money to the extent arising from Vendor or its Personnel.
10. **Alcohol, drugs, and fitness for duty.** Vendor shall enforce a fitness-for-duty program and an alcohol and drug policy that meets or exceeds Purchaser's policy and Laws. Personnel shall be fit for duty at all times. Purchaser may require testing or removal of Personnel where reasonable suspicion exists, following an incident, or in accordance with Purchaser policy and Laws. Where DOT regulations apply, Vendor shall ensure compliance with applicable testing and qualification requirements.
11. **Environmental health and safety interfaces.** Vendor shall comply with all applicable environmental requirements at the Site(s), including those under the Resource Conservation and Recovery Act (RCRA), the Clean Water Act, the Clean Air Act, the Emergency Planning and Community Right-to-Know Act (EPCRA), applicable Spill Prevention, Control, and Countermeasure (SPCC) requirements, and any state or local equivalents. Vendor shall manage waste appropriately, prevent and respond to spills, implement dust and noise controls (including compliance with OSHA's respirable crystalline silica standards), and protect sensitive receptors and the environment. Environmental non-compliance associated with the Services is deemed a safety non-compliance for purposes of remedies under the Agreement.
12. **Documentation and audits.** Before mobilization and on request thereafter, Vendor shall provide, through Avetta or otherwise: evidence of workers' compensation coverage and State compliance; proof of insurance meeting the Agreement; applicable training records and certifications; Site orientation records; equipment inspection, maintenance, and certification records (including cranes and lifting equipment, as applicable); written programs and project-specific safety plans (e.g., HASP/JSA/JHA, fall protection plan, confined space program); and OSHA injury and illness records relevant to the Services (e.g., OSHA 300/300A/301 or equivalent summaries where permissible). Purchaser may audit Vendor at any time; Vendor shall promptly address audit findings to Purchaser's satisfaction. Vendor represents, warrants, and covenants that it holds and will maintain all licenses, registrations, and permits necessary to perform the Services and will comply with all applicable federal, state, and local Laws, including procurement of any required notices or postings and coordination with Authorities Having Jurisdiction. Upon Purchaser's request, Vendor shall deliver written confirmation of continued compliance and supporting documentation reasonably required by Purchaser. Any breach of this paragraph constitutes a material breach of the Agreement and shall give rise to termination.
13. **Prime contractor/controlling employer designation (construction projects).** Where the Services constitute construction activities and Purchaser designates Vendor in writing as the "prime contractor," "general contractor," or "controlling employer," Vendor shall assume and discharge all duties associated with such role under applicable Laws and industry practice, including coordination of trades, preparation and implementation of a project-specific health and safety plan, safety meetings and inspections, hazard correction and enforcement, and communications with OSHA or other Authorities Having Jurisdiction. Vendor shall not commence construction until any such designation and all applicable notices, postings, and plans have been completed.
14. **Remedies; indemnity; termination; withholding.** In addition to any other rights under the Agreement, any failure by Vendor or its Personnel to comply with this Schedule or applicable health and safety Laws shall constitute an Event of Default. Purchaser may immediately suspend or stop the Services, remove Vendor from the Site(s), and/or terminate the Agreement for cause without liability. Vendor shall fully defend, indemnify, and hold harmless the Purchaser Indemnified Parties from and against any liabilities, damages, losses, costs, claims, fines, penalties, or expenses (including reasonable legal fees and regulatory orders) arising from or related to such non-compliance. Purchaser may withhold payment to protect against loss or exposure resulting from Vendor's actual or alleged safety non-compliance.



15. **No relief from obligations.** Nothing in this Schedule relieves Vendor of its independent duty to ensure the health and safety of its Personnel or others affected by the Services, nor shifts to Purchaser any duty imposed on Vendor by Laws or the Agreement.