

MUELLER INDUSTRIES, INC.
SAFETY, HEALTH, FIRE, ENVIRONMENTAL AND INSURANCE REQUIREMENTS
FOR
WORK OR SERVICES TO BE PERFORMED ON PROPERTY OR JOB SITES OF
MUELLER INDUSTRIES, INC. OR ANY OF ITS SUBSIDIARIES OR AFFILIATES BY
NON-AFFILIATED CONTRACTORS OR VENDORS

GENERAL POLICY

In the performance of any work under this agreement for or on behalf of Mueller, or any of its subsidiaries or affiliates (hereinafter collectively "Mueller"), the contractor or vendor, (hereinafter collectively referred to as "Contractor"), agrees to abide by all Mueller General Plant Rules of conduct, if established or posted; the Mueller Safety, Health, Fire and Environmental rules and requirements as established or set forth, as well as all State and Federal regulations that are applicable. The Contractor shall take all the necessary steps and precautions to prevent, protect and minimize danger from all hazards to life, property and environment. The Contractor shall make all reports and permit all inspections as provided in such prescribed requirements.

Mueller will provide, upon request, a copy of the aforementioned Company rules and will assist and instruct the Contractor in its compliance. In the event that the Contractor fails to comply with said requirements the Mueller may, without prejudice to any other legal or contractual rights it may have, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the Mueller

Serious and/or repeated infractions of the aforementioned rules and requirements may result in a formal letter of notice to Contractor prohibiting entry of particular employees or prohibiting future work assignments altogether.

MUELLER OWNED EQUIPMENT

No Mueller owned equipment, tools or facilities will be loaned or made available as standard practice for use by outside Contractors. Should a special and/or unexpected circumstance arise during the course of work to be performed, permission may be given to use such items only after the Contractor has verified, in writing, that its respective personnel has the appropriate training, license, and/or certification to use or operate said item to the Chief Engineer or Facilities Engineer with **WRITTEN APPROVAL** by the Chief Engineer or Facilities Engineer **AND** Safety Department. Any item loaned shall be used in a safe manner and returned in the same condition in which it was loaned.

SAFETY

On each occasion, prior to entering a Mueller plant or location, all Contractors' employees must display to the Security officer or other Mueller designated representative the following:

1. Visitor's pass or Company issued identification
2. Approved hard hat
3. Approved safety eye protection
4. Approved footwear
5. Approved hearing protection

The Contractor agrees to require their employees to appropriately wear at all times while on the Company premises, a hard hat, safety glasses with side shields and recognized industrial footwear, safety toed. (Tennis shoes, sandals, canvas etc. are prohibited.) Additionally, hearing protection will be required to be worn if an employee is in any of the departments:

AS POSTED

Such protective clothing and/or equipment shall be furnished by the Contractor or its employees. Should it become necessary, due to unforeseen or uncontrollable circumstances, to loan such personal protective equipment to a Contractor, each item shall be signed for and if not returned, it will be charged to the Contractor at replacement cost.

FIRE PREVENTION

All burning, cutting, welding or hot work must be performed in strict accordance with the Mueller Policy. Contractors performing such work are to contact the Plant Fire Marshal or Safety Department for a copy of these rules.

ENVIRONMENTAL AND CLEANUP

No substances (liquid, granular, powder, etc.) shall be disposed of down any drain or sewer. In the event of an accidental spill or leak, immediately contact the Maintenance or Security Department. Additionally, the Contractor shall be responsible for cleaning up the work site and disposing of any debris, scrap, etc. in a proper receptacle.

Contractors are encouraged to contact Mueller Safety Department for copies of the aforementioned rules and may arrange for employee training sessions to help insure compliance with our rules and prevent unnecessary incidents.

HAZARDOUS MATERIALS

Vendors, shippers and carriers will be responsible for complying with all Federal, State and Local Laws and regulations for the safe handling, packaging, labeling, loading, transporting and unloading of hazardous materials.

UNAUTHORIZED WORK

Any work performed outside the scope of the specifications as set forth herein, without specific written authorization of a Purchasing Department representative, shall not be recognized as a valid charge to the account of Mueller

INSURANCE REQUIREMENTS - OUTSIDE SOURCES

Certificate of Insurance to comply with the requirements as herein established, is hereby incorporated in, attached to and made a part of this Purchase Order for work of outside Contractor, to be performed on Company premises, or upon other premises designated by the Company.

"Prior to commencement of any work or service upon Company premises or upon other premises designated by the Company, each outside Contractor shall be required to furnish the Company with a certificate of insurance for the following insurances and in the minimum amounts indicated."

Workers' Compensation - Statutory for each state in which work or services are to be performed, including Employer's Liability in aggregate amount of not less than \$100,000.

Comprehensive General Liability, including Contractual Liability and including Liability with respect to products and/or Completed Operations.

- Bodily Injury - \$1,000,000 per person
\$1,000,000 per occurrence and aggregate
with respect to Contractual and Products
or Completed Operations
- Property Damage - \$1,000,000 per occurrence and in aggregate

Auto Liability - applicable to all owned, non-owned or hired vehicles with \$1,000,000 combined single limit coverage.

- Bodily Injury - \$1,000,000 per Person
\$1,000,000 per Accident
- Property Damage - \$500,000 per Accident

Each Certificate is to indicate that the Company will be furnished with at least 30 days advance notice of cancellation or material change of any coverage certified.

The failure or omission by Mueller to enforce the rules and requirements set forth herein shall not constitute a waiver of such rules and requirements.

Contractor agrees to hold harmless, protect and defend Mueller and its officers, directors and employees, against all damages, liabilities and costs (including reasonable attorneys fees) arising from any and all claims or actions by third parties, including Contractor's employees or agents, (i) when such parties were at Mueller's facility, (ii) in connection with the performance of any work under this agreement, and/or (iii) any failure to comply with the provisions of this Agreement, regardless of the form of action, whether in contract, tort (including Mueller's active or passive negligence), warranty or strict liability.

In Witness Whereof, Contractor hereby acknowledges that it has read the foregoing language and agrees to abide by the terms and conditions set forth therein in the performance of all work for Mueller

(Contractor Name)

By:_____

Its:_____