PLAINTIFF'S EXHIBIT

UC-1770

BROWNSVILLE PLANT

VENDORS SAFETY INSTRUCTIONS

1. Matches and cigarette lighters are not allowed in the plant. Leave these items with the guard before you go into the plant.

2. Smoking in the plant is absolutely prohibited.

3. Permission and clearance must be obtained from operating personnel immediately prior to starting work.

4. The maximum plant speed limit is 20 MPH. In congested areas the speed limit is reduced to 5-15 MPH. Stop, warning or restriction, and safety signs will be followed.

5. Do not get off moving vehicles at any time. Riding on running boards, or having any part of the body extending outside truck bed is strictly forbidden. All riders must be seated.

6. Unauthorized personnel shall not congregate in the immediate area of a fire, explosion, etc. Vendors shall leave the area immediately in case of such an emergency.

7. Do not use unsafe tools. Ground all portable electric tools before using.

8. "Horseplay" in the plant will not be tolerated.

9. Hard hats and safety glasses must be worn at all times when you are in the manufacturing areas of the plant.

10. Drinking or the possession of liquor or habit forming drugs is prohibited on plant property. No one under their influence will be allowed to work.

11. Prohibited weapons, as defined by the Texas Penal Code, are not allowed in the plant.

GENERAL RULES

Vendors shall check with the guard at the main gate before entering or leaving the plant.

Vendors must always report incidents or accidents to the person responsible for bringing them in the plant. For instance, all fires, injuries, hazardous incidents, or potentially hazardous incidents must be reported.

Please detach, sign, and give to the guard:

I have read and understand the Brownsville Plant Vendors Safety Instructions.

_____

SIGNATURE

BRF 0235

SUBJECT: PLANT SAFETY RULES

I. PURPOSE:

To provide safety controls that will minimize personal injury and prevent damage to equipment. The rules apply to ALL personnel assigned to jobs in the plant.

II. POLICY:

It is impossible to list every hazard which might be encountered in an industrial plant. Therefore, safety restrictions are not limited to just the rules stated below. All employees must follow the safe practices or procedures given in written or oral job instructions. All safety requirements specified and published by the Employee's Department must be observed.

Management requires all employees to use good judgment in the safe execution of their jobs. Violation of safety rules or failure to follow accepted safe practices or procedures will be cause for disciplinary action.

When secondary contractors or vendors are brought into the plant, it will be the responsibility of the Secondary Maintenance Contractor Coordinator or his designate to inform them of the general plant safety rules and regulations that are applicable to our plant operation. The Secondary Maintenance Contractor Coordinator or his designate will be accountable for issuing the prepared written copies of general plant safety instructions to the contractors or vendors and their employees. Each and every time a vendor or contractor enters the plant gate, the plant guard shall stop the individual and ask that all matches or cigarette lighters be left at the gate. Contractors and vendors must always report incidents or accidents to the person responsible for

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SUBJECT: PLANT SAFETY RULES

II. POLICY: (Continued)

bringing them in the plant. For instance, all fires, injuries, hazardous incidents, or potentially hazardous incidents must be reported.

III. RULES: GENERAL

1. Matches or cigarette lighters are not allowed in the plant.
2. Smoking in the plant is prohibited. Violators are subject to immediate discharge. For purposes of this policy, Building #259, is not construed to be in the plant.
3. Clarity and speed of all communications are vital to the safe and efficient operation of the plant. It is in this interest that only English be utilized in oral and written communications during working hours.
4. Horseplay in the plant will not be tolerated.
5. The maximum plant speed limit is 20 MPH. In congested areas the speed limit is reduced to 5 - 15 MPH. Stop, warning or restriction, and safety signs will be followed.
6. Do not get off moving vehicles at any time. Riding on running boards, or having any part of the body extending outside truck bed is strictly forbidden. All riders must be seated.
7. Operation of internal combustion engines, use of spark producing tools, welding, cutting, or the use of any tool or machine which might, through its operation produce a spark or flame, will not be permitted within the operating areas without specific approval of the operating personnel (may require properly executed HWP). The work done by the secondary contractor or vendor will be subject

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SUBJECT: PLANT SAFETY RULES

III. RULES: GENERAL (Continued)

7. (Continued)
to the restrictions on the Hazardous Work Permit, and no changes will be allowed unless the permit is rewritten. The Hazardous Work Permit must remain posted at the job site throughout the duration of the work covered by the permit.

8. Report all injuries immediately.

9. Secondary contractors and vendors shall check with the guard at the main gate before entering or leaving the plant.

10. In addition to the above requirements, secondary contractors and their personnel shall be responsible for any particular requirements so specified within their work contract.

11. Drinking, or the possession of liquor or habit-forming drugs is prohibited on plant property. No one under their influence will be allowed to work.

12. Prohibited weapons, as defined by the Texas Penal Code, are not allowed in the plant.

IV. SAFETY EQUIPMENT:

1. Spectacle type safety glasses must be worn at all times while you are in the plant with the exception of offices. For purposes of this policy, employees will not be required to wear safety glasses when reporting to or leaving from work. Contact lens will not be worn in the plant. Special goggles provided must be worn where called for in instructions, written or oral.

2. Hard hats must be worn at all times while you are in the plant, except in offices, and when reporting to or leaving from work.

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SUBJECT: PLANT SAFETY RULES

IV. SAFETY EQUIPMENT: (Continued)

3. Employees are encouraged to wear safety shoes. Employees who choose not to wear safety shoes shall wear shoes that comply with the following:

   a. Shoes shall have a flexible sole.

   b. Shoes shall have a heel height not to exceed 3" measured vertically from inside the heel.

   c. Material of construction for shoes worn when working in the laboratory and in Manufacturing areas * of the plant shall be leather or man-made material that provides equal protection.

   d. Moccasins, open toe shoes or canvas sneakers shall not be worn when working in the laboratory and manufacturing areas * of the plant.

4. Do not wear loose clothing around moving machinery. Shirts with sleeves (minimum length, standard short or half) will be worn at all times while in the plant.

5. Hearing protection must be worn at all times if you work in areas specified as noise areas.

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EXHIBIT B

TERMS AND CONDITIONS

1. CONTRACTOR'S EXAMINATION - CONTRACTOR/AND OR SUBCONTRACTOR WILL BE HELD TO HAVE EXAMINED THE AGREEMENT OF THE WORK TO BE PERFORMED, EXHIBIT A, EXHIBIT B, AND THE SITE OF THE WORK BEFORE SIGNING THIS AGREEMENT AND TO BE SATISFIED AS TO THE CONDITIONS UNDER WHICH CONTRACTOR/AND OR SUBCONTRACTOR WILL BE OBLIGED TO OPERATE IN PERFORMING THE WORK, INCLUDING BUT NOT LIMITED TO ABOVEGROUND OBSTRUCTIONS, THE CHARACTER AND NATURE OF THE WORK, SAFETY REGULATIONS AND ALL OTHER CONSIDERATIONS WHICH MAY AFFECT THE WORK IN ANY MANNER.

2. WARRANTIES - CONTRACTOR/AND OR SUBCONTRACTOR WARRANTS THAT ALL MATERIALS AND EQUIPMENT INCORPORATED INTO THE RESULTS OF THE WORK (EXCEPT MATERIALS AND EQUIPMENT PROVIDED BY THE OWNER) AND EVERY PORTION OF THE WORK SHALL CONFORM TO THE TERMS OF THIS AGREEMENT AND THE TERMS OF EXHIBIT A AND EXHIBIT B, SHALL BE OF THE BEST QUALITY, SHALL BE FIT FOR THE PARTICULAR PURPOSE FOR WHICH THEY ARE REQUIRED, AND SHALL BE FREE OF ALL DEFECTS IN THE MATERIALS AND WORKMANSHIP.

3. SUBCONTRACTS - CONTRACTOR SHALL NOT SUBCONTRACT ANY PORTION OF THE WORK WITHOUT THE CONSENT OF THE OWNER.

4. LIENS - CONTRACTOR/AND OR SUBCONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS OWNER AND ANY PARTY HAVING AN INTEREST IN A SITE WHERE ANY PORTION OF THE WORK IS BEING PERFORMED FROM LABORERS, MECHANICS, MATERIALMEN'S LIENS AND ALL OTHER LIENS AND CHARGES UPON THE WORK/AND OR UPON THE SITE OF THE WORK PERFORMED AND/OR MATERIALS OR EQUIPMENT FURNISHED BY CONTRACTOR OR BY A SUBCONTRACTOR HEREUNDER.

5. WASTE MATERIALS - CONTRACTOR SHALL NOT ALLOW WASTE MATERIALS OR RUBBISH TO ACCUMULATE IN OR ABOUT THE SITE OF THE WORK, BUT SHALL REMOVE THE SAME PROMPTLY AS OWNER DIRECTS.

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EXHIBIT B

TERMS AND CONDITIONS (CONT'D)

6. SAFETY - CONTRACTOR/AND OR SUBCONTRACTOR SHALL COMPLY WITH AND SHALL CAUSE ITS EMPLOYEES AND ALL SUBCONTRACTORS TO ABIDE BY ALL HEALTH, SAFETY AND SECURITY RULES AND REGULATIONS IN FORCE AT THE SITE OF THE WORK.

7. INSURANCE - CONTRACTOR/AND OR SUBCONTRACTOR SHALL AT ITS EXPENSE PROVIDE AND MAINTAIN WORKMEN'S COMPENSATION INSURANCE TO THE EXTENT REQUIRED BY LAW AND CONTRACTOR'S BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE (INCLUDING CONTRACTURAL LIABILITY COVERING THE INDEMNITY SET FORTH IN PARAGRAPH 8 BELOW) IN AMOUNTS APPROVED BY THE OWNER. CONTRACTOR/ AND OR SUBCONTRACTOR SHALL FURNISH TO OWNER WRITTEN CERTIFICATES ESTABLISHING THAT THE ABOVE INSURANCE HAS BEEN PROVIDED AND IS BEING MAINTAINED.

8. INDEMNITY PHYSICAL DAMAGE RESPONSIBILITY - CONTRACTOR/AND OR SUBCONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AGENTS AND SUBSIDIARIES, FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND EXPENSES OF EVERY CHARACTER WHATSOEVER, FOR BODILY INJURY, SICKNESS AND/OR DISEASE, INCLUDING DEATH AT ANY TIME RESULTING FROM SUCH BODILY INJURY, SICKNESS AND/OR DISEASE, SUSTAINED BY ANY PERSON (INCLUDING BUT NOT LIMITED TO EMPLOYEES OF OWNER, OF CONTRACTOR, OR OF A SUBCONTRACTOR), IF OR WHERE SUCH INJURY, SICKNESS, DISEASE AND/ OR DEATH AROSE OUT OF OR WAS IN ANY WAY CONNECTED WITH THE WORK, OR WITH THE PERFORMANCE OF OR FAILURE TO PERFORM THE WORK, OR WITH THE PRESENCE OF SUCH PERSON ON THE PREMISES OF OWNER OR THE SITE OF THE WORK. TO THE EXTENT VALID AND ENFORCEABLE UNDER APPLICABLE LAW, THE AFORESAID OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL INCLUDE, WITHOUT LIMITATION, INJURIES, SICKNESS, DISEASE AND/OR DEATH CAUSED BY RESULTING FROM OR IN ANY WAY CONNECTED WITH THE NEGLIGENCE, IN WHOLE OR IN PART, OF OWNER, ITS EMPLOYEES, AGENTS OR SUBSIDIARIES IN THE EVENT THAT THIS AGREEMENT PROVIDES FOR THE WORK TO BE PERFORMED ON PROPERTY OWNED OR CONTROLLED BY ANY PARTY OR PARTIES, THEIR EMPLOYEES AND AGENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR, AND HEREBY ASSUMES ALL LIABILITY FOR LOSS OR DESTRUCTION OF, OR DAMAGE TO, ALL TOOLS, MACHINERY, EQUIPMENT AND APPLIANCES OWNED BY CONTRACTOR, OR LOANED OR LEASED TO CONTRACTOR BY OTHER THAN OWNER AND ALL PERSONAL

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8. INDEMNITY PHYSICAL DAMAGE RESPONSIBILITY (CONT'D)

PROPERTY OF CONTRACTOR'S EMPLOYEES. TO THE EXTENT VALID AND ENFORCEABLE UNDER APPLICABLE LAW, THE AFORESAID RELIEF FROM RESPONSIBILITY AND LIABILITY SHALL INCLUDE LOSS, DESTRUCTION OR DAMAGE CAUSED BY, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE NEGLIGENCE, IN WHOLE, OR IN PART OF OWNER, ANY PARTY OWNING OR CONTROLLING PROPERTY ON WHICH ANY PORTION OF THE WORK IS BEING PERFORMED, OR ANY OF THEIR EMPLOYEES AGENTS OR SUBSIDIARIES.

9. LABOR - CONTRACTOR/AND OR SUBCONTRACTOR SHALL EMPLOY, OR CAUSE TO BE EMPLOYED, ON OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, ONLY PERSONS WHO ARE FIT AND SKILLED IN THE WORK ASSIGNED. SHOULD ANY DISORDERLY INCOMPETENT, OR OBJECTIONABLE PERSON BE EMPLOYED ON THE WORK BY CONTRACTOR OR BY ANY OF ITS SUBCONTRACTORS, CONTRACTOR SHALL, UPON REQUEST OF OWNER, CAUSE SUCH PERSON TO BE REMOVED FROM THE WORK.

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