

NEW ENTERPRISE STONE & LIME CO., INC.
TERMS AND CONDITIONS OF SALE

APPLICABILITY:

These Contract conditions apply to all quotations, proposals, sales, orders, delivery tickets or otherwise (quotation and / or contract) between the Buyer and New Enterprise Stone & Lime Co., Inc., its subsidiaries and affiliates (NESL), including but not limited to aggregate of all types sold by NESL, Hot Mix Asphalt (HMA) and Ready Mixed Concrete (RMC).

AGREEMENT:

All quotations become our billing price to you under the terms and conditions herein. Acceptance of NESL's quotation is expressly limited to the Terms and Conditions herein and as set forth on the face of the quotation. All terms and conditions proposed by the Buyer that are different from or in addition to the quotation or these Terms and Conditions are expressly rejected by NESL and shall not be considered part of the contract. NO MODIFICATION OF THESE TERMS AND CONDITIONS SHALL BE EFFECTUATED BY NESL'S ACKNOWLEDGMENT OR ACCEPTANCE OF BUYER'S PURCHASE ORDER FORMS CONTAINING TERMS OR CONDITIONS AT VARIANCE WITH THOSE SET FORTH HEREIN. TO THE CONTRARY, ANY SUCH VARIANCES SHALL BE DEEMED A NULLITY.

This quotation, including these Terms and Conditions, shall be deemed to be accepted by Buyer and shall become a contract upon receipt by NESL of a Buyer's signature affixed to a copy of the quotation and / or by the shipment of any materials referenced in any quotation by NESL to Buyer.

Orders must be placed in writing, in sufficient time to permit production planning and to schedule delivery of materials. NESL requests a minimum of one week's notice for orders less than 1,000 tons of aggregate or HMA or less than 100 yards of RMC, and proportionally more time for larger orders.

PRICES:

Any quotation is effective for thirty (30) days from the date on the face of the quotation, unless extended in writing by NESL. Prices are contingent on sales at estimated quantity listed. Prices shall cover shipments made only during NESL's normal operating season of the year and normal business hours, winter and cold weather shipments being subject to extra charge, and are made at the risk of the Buyer as to freezing. All sales are subject to stock on hand. Quotations are subject to price adjustment based on the Asphalt Index Pricing, component increases by and / or availability as allocated by suppliers.

TAXES:

In addition to the prices quoted herein, the Buyer shall pay any applicable sales or use taxes.

TERMS:

Unless previously approved for credit, payment is due at the time of delivery. With credit approval and unless otherwise specified herein, terms are net cash, thirty (30) days from date of NESL's invoice date. Past due invoices are subject to finance charges of 1.5% per month, corresponding to an 18% annual percentage rate. Deliveries may be suspended at NESL's option at any time if balances remain outstanding beyond 30 days from the date on the first invoice.

CREDIT:

This quotation is subject to credit verification and approval by NESL. If, in the sole judgment of NESL, the financial responsibility of Buyer shall at any time become impaired, NESL may decline to make further deliveries. All checks returned unpaid by Buyer's bank will be assessed a Returned Check Fee which shall be paid by Buyer. Said fee will be determined by NESL, but in no event shall exceed \$50.00.

DEFAULT:

Each shipment shall constitute a separate and independent transaction and NESL may recover for each such shipment without reference to any other. If Buyer is in default in the payment of any sum due, or with respect to any other of the terms or conditions of this Contract, NESL may, at its option, defer further shipments hereunder until such default is remedied (in which event NESL may elect to extend the Contract period for a time equal to that for which shipments were so deferred), or, in addition to any other legal remedy, NESL may decline further performance of this Contract. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Buyer, or in the event of the appointment, with or without the Buyer's consent, of an assignee for the benefit of creditors or of a receiver, then NESL may cancel this Contract for default and hold Buyer accountable for any additional costs or damages incurred. The exercise of any of its rights under this contract shall not bar NESL from exercising its rights under applicable bonds or lien laws. In the event Buyer's account is turned over to an attorney or other agency for collection, Buyer shall pay all accumulated service charges and all costs and expenses, including attorneys' fees, incurred to recover any past due amount.

PERFORMANCE:

NESL shall not be liable for delays in manufacturing and delivery caused by fire, strikes, lockouts, disputes with workmen, accidents, war, insurrection, inability to secure transportation equipment, fuel, or other material, government interference, or regulation, delays in transportation, or contingencies beyond our control. NESL will make a concerted effort to deliver each day, materials in the quantities requested, but cannot be held liable for failure to do so, given business contingencies, including the availability of independent drivers. Minimum load charges, waiting time charges and for aggregates and HMA, tailgate spread and spreader dumped charges, etc. will all be borne by the Buyer. All prices and hauling rates are subject to fuel surcharge, and/or availability as allocated by suppliers.

ADDITIONAL CHARGES:**HMA**

Buyer acknowledges that NESL may levy and collect additional charges to compensate NESL for additional costs for such items as special mixes, special aggregates, fibers, overtime deliveries, weekend and holiday deliveries, small or part loads, finish-up loads, excessive unloading time, orders canceled or postponed on the day of scheduled delivery (whether HMA has been batched or not), returned HMA (for all HMA sent back for any reason beyond NESL's control), fuel surcharges, environmental fees, etc. Such charges shall be determined per NESL's current rate schedule for such items. Said schedule will be determined by NESL in its sole discretion.

RMC

Buyer acknowledges that NESL may levy and collect additional charges to compensate NESL for additional costs for such items as winter heated concrete, chilled concrete, admixtures, special mixes, special aggregates, fibers, overtime deliveries, weekend and holiday deliveries, small or partial loads, finish-up loads, excessive unloading time, orders canceled or postponed on the day of scheduled delivery (whether concrete has been batched or not), returned concrete (for all concrete sent back for

any reason beyond NESL's control), fuel surcharges, environmental fees, etc. Such charges shall be determined per NESL's current rate schedule for such items. Said schedule will be determined by NESL in its sole discretion.

TRUCK SHIPMENTS:

With regard to aggregates and HMA, delivery prices named herein are for truck delivery, and are for full truck load lots, and are based on present truck rates, our scale weights, and tariffs to govern.

When deliveries of any products are made to places other than on paved streets, Buyer must provide suitable hard-surfaced roadways or approaches permitting safe access of trucks to the point of delivery under their own power, as well as qualified flagmen to assist in required backing movements. NESL reserves the right to refuse deliveries in the event such roadways are not provided or if NESL's driver deems conditions, in his sole discretion, to be unsafe for delivery. If the Buyer orders deliveries beyond the curb line, the Buyer assumes all liability for all claims, damages and expenses to sidewalks, driveways, roads or other property and/or personal injury and agrees to defend and indemnify the NESL against all liability and expenses regardless of whether caused in part by NESL. With regard to claims against NESL, Buyer agrees to waive any immunity or limitation for contribution or indemnification pursuant to any workers' compensation law or other similar law. Buyer agrees to pay any and all costs for repairs necessitated by damage to NESL's trucks and /or equipment resulting from any cause whatsoever during the process of delivery on the work site, other than negligence on the part of NESL's employee or mechanical failure of NESL's equipment.

CUSTOMER ARRANGED PICKUP (CAP):

If Buyer does not arrange delivery by NESL, then all products are sold CAP. Buyer is solely responsible for transporting products from NESL. NESL is not responsible for vehicle damage, including damage arising from loading/transporting product. Buyer assumes all liability for all claims, damages, and expenses, including personal injuries arising from the loading/transporting of the products and agrees to defend and indemnify NESL against all liabilities and expenses, regardless of whether caused in part by NESL. With regard to any claims against NESL, Buyer agrees to waive any immunity or limitation for contribution or indemnification pursuant to any workers' compensation law or other similar law.

QUALITY ASSURANCE INCLUDING AGGREGATE:

NESL will provide technical assistance as is necessary and reasonable, including submittal of aggregate certificates. Additional testing shall be at expense of Buyer. Prior to unloading, Buyer shall inspect delivery tickets for conformity with order. Buyer's signature on the delivery ticket or actual acceptance of the delivery shall constitute acceptance of the goods as specified. Sampling and testing of goods shall be in strict accordance with procedures described in the current accepted testing practices. Any rejection of goods on the basis of deviations from limits designated in the contract shall be at the time of delivery. Since NESL has no control over the placing of goods, NESL cannot guarantee, and shall under no circumstances be held liable for, the finished work in which its goods are used.

HMA QUALITY ASSURANCE

NESL will provide technical assistance as is necessary and reasonable, including submittal of proposed mix designs. Additional testing shall be at expense of Buyer. HMA will meet current applicable ASTM/AASHTO Specifications and conform to approved mix designs, within the tolerances of current ASTM/AASHTO along with PennDOT/NYS DOT, FAA and other governing specifiers. Prior to unloading HMA, Buyer shall inspect delivery tickets for conformity with order. Buyer's signature on the delivery

ticket or actual acceptance of the delivery of the HMA shall constitute acceptance of the HMA as specified. NESL reserves the right to take loose box samples and density cores from the HMA as delivered. Buyer is solely responsible for and NESL has no responsibility for density of HMA when not placed and compacted by NESL. EXCESS BED RELEASE AGENT AND/OR FUEL OIL MAY CAUSE OTHER HARMFUL IMPACTS ON QUALITY AND PERFORMANCE. If slow unloading threatens product quality or HMA accumulation in the truck bed, the truck shall be returned to NESL forthwith, and Buyer shall be responsible for costs of removing HMA accumulation. If there are repeated delays in unloading, NESL reserves the right to suspend deliveries until conditions are corrected. Sampling of HMA and testing shall be in strict accordance with procedures described in the current applicable ASTM/AASHTO Specification. Conformance with strength requirements shall be determined on the basis of that Specification. Material tests must be performed by a testing service whose facilities and competence to perform such tests have been inspected within the past three years, pursuant to ASTM E329, by a qualified national authority and any reported deficiencies corrected. Sampling must be done by a certified HMA technician. Any rejection of HMA on the basis of deviations in asphalt content or density from limits designated in the contract shall be at the time of delivery. Since NESL has no control over the performance of HMA after unloading (and placement only if placed by NESL), NESL cannot guarantee, and shall under no circumstances be held liable for, the finished work in which its HMA is used.

RMC QUALITY ASSURANCE:

NESL will provide technical assistance as is necessary and reasonable, including submittal of proposed mix designs. Additional testing shall be at expense of Buyer. Concrete will meet current applicable ASTM Specifications and AASHTO standards and conform to approved mix designs, within the tolerances of current ASTM Specification ASTM C-94 and AASHTO M-157 standards. Prior to unloading concrete, Buyer shall inspect delivery tickets for conformity with order. Buyer's signature on the delivery ticket or actual acceptance of the delivery of the concrete shall constitute acceptance of the concrete as specified. NESL reserves the right to take test cylinders from the concrete as delivered. NESL is not responsible for the slump, strength or any quality parameter of any concrete to which water or any other material(s) have been added by Buyer, his employees or agents, or at his request by NESL, except for water required to increase the slump at the time of arrival to that provided for in the mix design. EXCESS WATER REDUCES STRENGTH AND MAY CAUSE OTHER HARMFUL IMPACTS ON QUALITY AND PERFORMANCE. If slow unloading threatens product quality or concrete accumulation in mixer drum, truck shall be returned to NESL forthwith, and Buyer shall be responsible for costs of removing concrete accumulation. If there are repeated delays in unloading, NESL reserves the right to suspend deliveries until conditions are corrected. Sampling of concrete and testing for strength shall be in strict accordance with procedures described in the current ASTM Specification C-94. Conformance with strength requirements shall be determined on the basis of that Specification. Strength tests must be performed by a testing service whose facilities and competence to perform such tests have been inspected within the past three years, pursuant to ASTM E329, by a qualified national authority and any reported deficiencies corrected. All testing must be performed by an ACI technician. Tests for slump and air content shall be made in accordance with procedures listed in the current ASTM Specification C-94. Any rejection of concrete on the basis of deviations in slump or air content from limits designated in the contract shall be at the time of delivery. Since NESL has no control over the placing, curing or handling of concrete after unloading, NESL cannot guarantee, and shall under no circumstances be held liable for, the finished work in which its concrete is used.

WARRANTY:

NESL MAKES NO EXPRESS WARRANTIES; THERE ARE NO IMPLIED WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF ANY SHIPMENT AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY; AND BUYER ASSUMES ALL RISK AND LIABILITY FOR ALL DIRECT OR INDIRECT, CONSEQUENTIAL OR INCONSEQUENTIAL LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, WHETHER THAT OF BUYER OR ANY THIRD PARTY, RESULTING FROM THE USE OR HANDLING OF THE GOODS, BY BUYER OR ANY THIRD PARTY, UNDER ANY CIRCUMSTANCES. BUYER'S SOLE REMEDY FOR DEFECTIVE GOODS SHALL BE REPLACEMENT OF SUCH DEFECTIVE GOODS AT NESL'S FOB POINT. CHARGES FOR CORRECTING DEFECTS WILL NOT BE ALLOWED, NOR CAN ITEMS RETURNED FOR CREDIT BE ACCEPTED UNLESS AUTHORIZED IN ADVANCE BY NESL AND UPON NESL'S TERMS.

CLAIMS/LIMITATION OF DAMAGES:

No claim of any kind whether as to goods delivered or for non-delivery of goods, including claims of shortages or improper or defective materials, and whether arising in tort or contract shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed; and the failure to give written notice of claims within fifteen (15) days from the date of delivery, or the date fixed for delivery, as the case may be, shall constitute a waiver by Buyer of all claims in respect of such goods. NESL shall be given full opportunity to investigate, including but not limited to inspection and testing of the delivered material and the location of the delivery. IN NO EVENT SHALL NESL BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES AND NESL'S LIABILITY, WHETHER FOR NEGLIGENCE OR OTHERWISE, SHALL BE LIMITED TO THE REPLACEMENT OF DEFECTIVE GOODS AND IN NO EVENT SHALL EXCEED THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH DAMAGES ARE CLAIMED. Buyer shall and warrants that it will comply with all federal, state and local laws, regulations, ordinances and rules including, but not limited to, all environmental laws, safety regulations, ordinances and use and maintenance rules in its use, storage or disposal of the goods. Buyer shall indemnify NESL for any costs incurred by NESL for claims of any third party arising from Buyer's use, storage or disposal of the goods or the failure by Buyer to carry out any of its obligations hereunder. Buyer shall pay all damages for any injury or death sustained by any person or persons and for all damage to property growing out of any act or deed, or any omission to act, of the Buyer or any subcontractor or any servant, agent or employee of the Buyer and to indemnify, save and keep NESL harmless against all liabilities, judgments, costs, damages and expenses which may in anyway come against NESL for or on account of injury received or death sustained by any person or persons and for all damage to property caused by any act or deed, or any omission to act, of the Buyer or any subcontractor, or any servant, agent or employee of the Buyer in the performance of work with the goods specified herein or any of them, or in which such items are used, regardless of whether or not it was caused by NESL or its servants, agents or employees. With regard to any claims against NESL, Buyer agrees to waive any immunity or limitation for contribution or indemnification pursuant to any workers' compensation law or other similar law.

SPECIFICATIONS:

Buyer must notify the transportation service center and plant personnel prior to loading when Department of Transportation (DOT) certifications are required. All materials furnished to Buyer for DOT use are guaranteed to meet their specifications, and are subject to inspection and acceptance at the time of delivery only.

MODIFICATIONS:

This Contract constitutes the entire agreement between the parties and there are no understandings, representations or warranties of any kind, express or implied, not expressly set forth herein. No modification of this Contract shall be of any force or effect unless such modification is in writing and signed by the party to be bound thereby; AND NO MODIFICATION SHALL BE EFFECTED BY THE ACKNOWLEDGMENT OR ACCEPTANCE OF BUYER'S PURCHASE ORDER FORMS CONTAINING TERMS OR CONDITIONS AT VARIANCE WITH THOSE SET FORTH HEREIN.

ASSIGNMENT:

This Contract shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto, but shall not be assigned by Buyer without the prior written consent of NESL. Buyer shall notify NESL, by Certified Letter, immediately of any change in ownership status of Buyer.

WAIVER:

NESL's waiver of any breach, or failure to enforce any of the terms and conditions of this Contract, at any time, shall not in any way affect, limit or waive NESL's right thereafter to enforce and compel strict compliance with every term and condition hereof. Any waiver by NESL of NESL's rights, whether a single waiver by NESL or repeated waivers by NESL, shall not be deemed to be a course of dealing which Buyer may rely upon.

APPLICABLE LAW:

The interpretation of this Contract (including these Terms and Conditions and any Supplement) shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether in the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The Buyer and NESL agree that this Contract shall be deemed to have been made and executed in the Commonwealth of Pennsylvania. Buyer and NESL agree that any legal action related to this Contract shall be filed in the Court of Common Pleas in Bedford County, Pennsylvania.

AGRICULTURAL LIME ANALYSIS (FOR SALES OF AGRICULTURAL LIME ONLY)

Agricultural Limestone Guaranteed Dry Weight Analysis									
Location	Ashcom	Ashcom	Lewisburg	Limeville	Limeville	Limeville	Weaverland	Weaverland	Winfield
	CALCIUM LIMESTONE Fine Sized Ground Limestone	MAGNESIUM LIMESTONE Fine Sized Ground Limestone	CAL 500 DAMP CALCIUM LIMESTONE Coarse Sized Industrial By-product	MAGNESIUM LIMESTONE Fine Sized Pulverized Limestone	#18 DAMP MAGNESIUM LIMESTONE Medium Sized Ground Limestone	Ag-16 DAMP MAGNESIUM LIMESTONE Coarse Sized Ground Limestone	CALCIUM LIMESTONE Fine Sized Ground Limestone	#18 DAMP CALCIUM LIMESTONE Coarse Sized Ground Limestone	CAL 500 DAMP CALCIUM LIMESTONE Fine Sized Industrial By-product
TOTAL CALCIUM (Ca)	33.0%	25.0%	27.0%	21.0%	21.0%	20.9%	30.5%	30.5%	24.0%
TOTAL MAGNESIUM (Mg)	1.8%	6.0%	0.6%	12.0%	9.0%	14.0%	3.3%	3.3%	1.2%
Calcium Oxide	47.0%	35.0%		30.0%	30.0%	29.0%	43.0%	43.0%	
Magnesium Oxide	3.0%	10.0%		20.0%	14.0%	22.0%	5.5%	5.5%	
TOTAL OXIDES				50.0%			48.5%		
Calcium Carbonate				42.0%		51.5%	76.7%		
Magnesium Carbonate				53.5%		45.5%	11.5%		
TOTAL CARBONATES				95.5%		97.0%	88.2%		
Total Calcium Carbonate Equivalent (CCE)	91.0%	84.0%	69.9%	103.5%	90.0%	105.0%	90.4%	90.4%	67.0%
Maximum Moisture Content	10%	10%	20%	1%	10%	10%	1%	10%	20%
ENV	66%	60%	53.9%	89%	72%	85%	72%	63%	63.5%
SCREEN TEST									
% Thru 8 Mesh				100%			100%		
% Thru 20 Mesh	95%	95%	85%	98%	90%	90%	98%	70%	98%
% Thru 60 Mesh	60%	60%	75%	80%	60%	72%	70%	60%	94%
% Thru 100 Mesh	50%	50%	65%	75%	50%	67%	65%	50%	90%
% Thru 200 Mesh				60%		56%	50%		

WARNINGS:

Ready-Mixed Concrete

DANGER - Wet, unhardened ready-mixed concrete may cause serious caustic, alkaline burns and tissue damage.

Prevention

- Obtain special instructions before use. Do not handle until all safety precautions have been read and understood.
- Use personal protective equipment as required. Wear protective gloves, protective clothing, eye protection and face protection.
- Always wash hands thoroughly after handling wet, unhardened concrete.

Response

- If exposed or concerned, get medical advice/attention. If swallowed: rinse mouth, do not induce vomiting. If on skin: Rinse cautiously with water for several minutes to remove wet concrete. If inhaled: Not likely with wet, unhardened concrete. If in eyes: Rinse cautiously for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Wash contaminated clothing before reuse.

Handling and Storage

- Follow personal protection and control measures set forth in the product Safety Data Sheet. Avoid breathing dust during demolition or surface cutting. Always wash skin thoroughly after contact with wet, unhardened concrete.

Disposal

- Dispose of contents/container in accordance with all local, regional, national and international regulations.

Read the Safety Data Sheet (SDS) before handling this product to determine the appropriate personal protection necessary to safeguard your health. Additional lung hazards may apply to cutting, sawing, grinding, or crushing hardened concrete due to overexposure to crystalline silica dust produced by those processes.

Safety Data Sheets are available upon request. They can be viewed and downloaded at www.nesl.com or requested by calling (814) 766-2211.

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HOT-MIX ASPHALT

DANGER - Causes severe skin burns and eye damage. May cause respiratory irritation. May cause cancer (Inhalation). Causes damage to organs (lung/respiratory system) through prolonged or repeated overexposure (inhalation).

Prevention

- Obtain special instructions before use. Do not handle until all safety precautions have been read and understood.
- Do not breathe dust, fume or vapors. Use only outdoors or in a well-ventilated area.
- Wash hands thoroughly after handling.
- Use personal protective equipment as required. Wear protective gloves, protective clothing and eye protection.

Response

- If exposed or concerned: Immediately call a Poison Center or doctor/physician. Get medical advice/attention.
- Specific treatment (see the following information on this label)
- INGESTION: Remove person from exposure area to fresh air. Seek medical attention if coughing or other symptoms persist.
- SKIN: For hot material, immerse or flush skin area with cold water for at least 15 minutes. Ice packs or cold packs may be applied to the burn area. Do not attempt to remove the asphalt material from a burn. Get immediate medical attention. For cold material, use cool water and soap or mild detergent. Do not use thinners or solvents. Seek medical attention for skin irritation or dermatitis, as needed.
- INHALATION: Remove person from exposure area to fresh air. Seek medical attention if coughing or other symptoms persist.
- EYES: For contact with hot material, immediately flush eyes with large amounts of cool water for 15 minutes. Seek immediate medical attention. For dust or contact with cold material, flush eyes with plenty of water for 15 minutes. Seek medical attention.

Handling and Storage

- Follow personal protection and control measures set forth in the product Safety Data Sheet. Use caution when handling material and avoid contact with skin, eyes, and clothing. Use extra caution if working with hot material in an enclosed area or around bulk storage containers where vapors may accumulate.

Disposal

- Dispose of contents/container in accordance with all local, regional, national and international regulations.

Read the Safety Data Sheet (SDS) before handling this product to determine the appropriate ventilation or respiratory protection necessary to safeguard your health. The risk of silicosis or lung cancer depends upon the duration and levels of silica exposure in the workplace.

Safety Data Sheets are available upon request. They can be viewed and downloaded at www.nesl.com or requested by calling (814) 766-2211.



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Crushed Stone, Pulverized Limestone, or Sand and Gravel

DANGER – May Cause Cancer (Inhalation). May cause damage to organs (lungs, respiratory system) through prolonged or repeated overexposure to dust from these products (inhalation).

Prevention

- Obtain special instructions before use.
- Do not handle until all safety precautions have been read and understood.
- Use personal protective equipment as required. Wear protective gloves, protective clothing, and eye protection.
- Wash hands thoroughly after handling.
- Do not eat, drink or smoke when using this product.

Response

- If exposed or concerned, get medical advice/attention.

Handling and Storage

- Follow personal protection and control measures set forth in the product Safety Data Sheet. Avoid dust formation and breathing dust.

Disposal

- Dispose of contents/container in accordance with all local, regional, national and international regulations.

Read the Safety Data Sheet (SDS) before handling this product to determine the appropriate ventilation or respiratory protection necessary to safeguard your health. The risk of silicosis or lung cancer depends upon the duration and levels of silica exposure in the workplace.

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EFFECTIVE 3/1/2019