# Financial Exhibits

May 8, 2023

Bank Account: GF - PNC BANK GENERAL FD Payment Dates: 04/01/2023 - 04/26/2023

			Soft. Payment Number		
Payment#	Paymnt Dt	Vendor Name	Description Of Purchase	Description of Purchase	Amount
0000026838	04/03/2023	Joseph Alberola	Hours Worked (3/12/23-3/25/23)		412.50
0000026839	04/03/2023	John Bilski	Hours Worked (3/12/23-3/25/23)		1,286.25
0000026840	04/03/2023	FRANCIS THOMAS COLLIS	Hours Worked (3/12/23-3/25/23)		120.00
0000026841	04/03/2023	KENNETH D EDWARDS	Hours Worked (3/12/23-3/25/23)		2,607.50
0000026842	04/03/2023	MICHAEL J FIGMIC III	Hours Worked (3/12/23-3/25/23)		2,310.00
0000026843	04/03/2023	JAMES HOFFMAN	Hours Worked (3/12/23-3/25/23)		105.00
0000026844	04/03/2023	DAWN MARTINEZ	Occupational Therapy (3/13/23-3/24/23)		1,718.75
0000026845	04/03/2023	STEPHEN L MOORE	Hours Worked (3/12/23-3/25/23)		277.50
0000026846	04/03/2023	Corner Post	DED: CRE1 - Full Payroll Pay Date: 4/6/2023		5,141.00
0000026847	04/03/2023	DEHEY MCANDREW LLC	DED: MFSA - Full Payroll Pay Date: 4/6/2023	DED: DEPC - Full Payroll Pay Date: 4/6/2023	2,335.75
0000026848	04/03/2023	DeHey McAndrew LLC	DED: KADS - Full Payroll Pay Date: 4/6/2023	DED: MET1 - Full Payroll Pay Date: 4/6/2023	7,845.65
0000026849	04/03/2023	PA College Savings Program 529	DED: 529A - Full Payroll Pay Date: 4/6/2023		200.00
0000026850	04/03/2023	Hanover Area Faculty	DED: SCHL - Full Payroll Pay Date: 4/6/2023		191.59
0000026851	04/03/2023	Hanover Area Educational	DED: ESPA - Full Payroll Pay Date: 4/6/2023		677.50
0000026852	04/03/2023	Hanover Area Ed Association	DED: PSEA - Full Payroll Pay Date: 4/6/2023		4,751.94
0000026853	04/03/2023	United Way of Wyoming Valley	DED: UWAY - Full Payroll Pay Date: 4/6/2023		47.00
0000026854	04/03/2023	STEVEN DAVID REDDING	Hours Worked (3/12/23-3/25/23)		105.00
0000026855	04/03/2023	WILLIAM N SPAGNOLA	Hours Worked (3/12/23-3/25/23)		1,190.00
0000026856	04/03/2023	STEPHEN J TURINSKI	Hours Worked (3/12/23-3/25/23)		1,260.00
0000026857	04/03/2023	HAB-DLT (ER)	HAB DLT - PAYROLL 4-6-23		238.00

<sup>\* -</sup> Non-Negotiable Disbursement

<sup>+ -</sup> Procurement Card Non-Negotiable

<sup># -</sup> Payable within Payment

P - Prenote

D - Direct Deposit

C - Credit Card

Bank Account: GF - PNC BANK GENERAL FD Payment Dates: 04/01/2023 - 04/26/2023

			Soit. Fayment Number		
Payment#	-Paymnt Dt	Vendor Name	Description Of Rurchase	Description(Of Purchase)	Amount
0000026858	04/03/2023	CM Regent LLC	GTL - March 2023	GTL - April 2023	3,580.12
0000026859	04/04/2023	Pearson	Testing Kits for Speech Teachers		1,453.65
0000026860	04/04/2023	Staples Business Advantage	lilac paper		137.90
0000026861	04/05/2023	PP&L	ELECTRICITY-ELEM SCHOOLS	charges 2/24/23 - 3/27/23	2,234.55
0000026862	04/05/2023	UGI Utilities Inc.	billing period 2/28/23 - 3/29/23	billing period 2/25/23 - 3/28/23	18,342.89
0000026863	04/05/2023	UGI Energy Services Inc.	HASD104 March 2023		578.17
0000026864	04/05/2023	United Parcel Service	service charge 4/1/23	service charge 3/25/23	60.00
0000026865	04/05/2023	Verizon Wireless	SUPP CUST/MAINT TR SUPR/M		1,181.20
0000026866	04/05/2023	WVSA	2nd quarter 2023		337.51
0000026867	04/06/2023	NEPA-SD Health Trust	Highmark Medical		521,133.57
0000026868	04/06/2023	Futuristic Innovative Graphics	Fishing Club T-Shirts		30.00
0000026869	04/06/2023	Law Office of Mark W. Bufalino	services rendered March 2023		1,014.00
0000026870	04/12/2023	Jay's Business Systems	district contract charges		2,262.00
0000026871	04/12/2023	Main Hardware	Door Magnets		58.05
0000026872	04/12/2023	NAVIGATE360 LLC	Safety eLearning		12,390.00
0000026873	04/12/2023	School Business Consultants, LLC	Professional Services - March 2023		7,500.00
0000026874	04/12/2023	Shawn Walker	Take an Honest Look Series for Students	3	3,000.00
0000026875	04/12/2023	Burger's Farm Market	Field trip for Autistic Support class		72.00
0000026876	04/13/2023	Pennsylvania-American	service period 3/2/23 - 4/4/23		373.47
0000026877	04/14/2023	PAFPC	PAFPC Annual Conference		400.00
0000026878	04/14/2023	United Parcel Service	weekly charge 4/8/23		30.00
0000026879	04/17/2023	Corner Post	DED: CRE1 - Full Payroll Pay Date: 4/21/2023		5,141.00

<sup>\* -</sup> Non-Negotiable Disbursement

<sup>+ -</sup> Procurement Card Non-Negotiable

<sup># -</sup> Payable within Payment

P - Prenote D - Direct Deposit

Bank Account: GF - PNC BANK GENERAL FD Payment Dates: 04/01/2023 - 04/26/2023

Payment #	Paymnt Dt	Vendor/Name	Description Of Purchase	Description Of Purchase	Amount
0000026880	04/17/2023	DEHEY MCANDREW LLC	DED: MFSA - Full Payroll Pay Date: 4/21/2023	DED: DEPC - Full Payroll Pay Date: 4/21/2023	2,335.75
0000026881	04/17/2023	DeHey McAndrew LLC	DED: KADS - Full Payroll Pay Date: 4/21/2023	DED: MET1 - Full Payroll Pay Date: 4/21/2023	7,845.65
0000026882	04/17/2023	PA College Savings Program 529	DED: 529A - Fuil Payroll Pay Date: 4/21/2023		200.00
0000026883	04/17/2023	Hanover Area Faculty	DED: SCHL - Full Payroll Pay Date: 4/21/2023		191.59
0000026884	04/17/2023	Hanover Area Educational	DED: ESPA - Full Payroll Pay Date: 4/21/2023		677.50
0000026885	04/17/2023	Hanover Area Ed Association	DED: PSEA - Full Payroll Pay Date: 4/21/2023		4,784.52
0000026886	04/17/2023	United Way of Wyoming Valley	DED: UWAY - Full Payroll Pay Date: 4/21/2023		47.00
0000026887	04/17/2023	Joseph Alberola	Hours Worked (4/2/23-4/15/23)		525.00
0000026888	04/17/2023	KEVIN R BADMAN	Hours Worked (4/2/23-4/15/23)		142.50
0000026889	04/17/2023	John Bilski	Hours Worked (4/2/23-4/15/23)		1,382.50
0000026890	04/17/2023	ARTHUR L BOBBOUINE	Hours Worked (4/2/23-4/15/23)		112.50
0000026891	04/17/2023	FRANCIS THOMAS COLLIS	Hours Worked (4/2/23-4/15/23)		255.00
0000026892	04/17/2023	KENNETH D EDWARDS	Hours Worked (4/2/23-4/15/23)		2,292.50
0000026893	04/17/2023	MICHAEL J FIGMIC III	Hours Worked (4/2/23-4/15/23)		2,240.00
0000026894	04/17/2023	JAMES HOFFMAN	Hours Worked (4/2/23-4/15/23)		300.00
0000026895	04/17/2023	CHRISTOPHER JONES	Hours Worked (4/2/23-4/15/23)		90.00
0000026896	04/17/2023	DAWN MARTINEZ	Occupational Therapy (3/27/23-4/7/23)		1,677.50
0000026897	04/17/2023	STEPHEN L MOORE	Hours Worked (4/2/23-4/15/23)		592.50
0000026898	04/17/2023	HAB-DLT (ER)	WAGE ATTACHMENT		238.00
0000026899	04/17/2023	ROBERT E RYZNER SR	Hours Worked (4/2/23-4/15/23)		202.50

<sup>\* -</sup> Non-Negotiable Disbursement

<sup>+ -</sup> Procurement Card Non-Negotiable

<sup># -</sup> Payable within Payment

P - Prenote D - Direct Deposit

Bank Account: GF - PNC BANK GENERAL FD Payment Dates: 04/01/2023 - 04/26/2023

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards Sort: Payment Number

			oort. Tayment Humber		
Päyment#	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000026900	04/17/2023	WILLIAM N SPAGNOLA	Hours Worked (4/2/23-4/15/23)		1,925.00
0000026901	04/17/2023	STEPHEN J TURINSKI	Hours Worked (4/2/23-4/15/23)		1,120.00
0000026902	04/18/2023	CM Regent LLC	COBRA/Collection invoice		208.00
0000026903	04/18/2023	Gerritys	Home Economics 2022		97.48
0000026904	04/18/2023	Hanover Twp Sewer Fee	billing period - second quarter 2023		927.15
0000026905	04/18/2023	Pennsylvania-American	service period 3/10/23 - 4/12/23	service period 3/9/23 - 4/11/23	4,060.75
0000026906	04/18/2023	WVSA	billing period - second quarter 2023		4,372.53
0000026907	04/19/2023	Nevco Sports	Scoreboards - HS Gymnasium		14,936.48
0000026908	04/19/2023	Brandon Holmgren	Bottled water for schools		191.04
0000026909	04/20/2023	Lynn Vitale	Fishing Licenses		206.95
0000026910	04/25/2023	UGI Utilities Inc.	billing period 3/1/23 - 3/31/23	billing period 3/17/23 - 4/17/23	7,038.50
0000026911	04/25/2023	UGI Energy Services Inc.	HASD102	HASD103	10,412.68
0000026912	04/25/2023	United Parcel Service	weekly service charge 4/15/23		30.00
0000026913	04/26/2023	LUZERNE INTERMEDIATE UNIT 18	Special Education Contracted Professional Services		306,282.66
0000026914	04/26/2023	MARGARET DURKIN	Counseling for students		5,211.00
* EITX032023	04/24/2023	HAB-EIT	EIT - 1ST QTR 2023		42,555.13
* IRS0000406	04/06/2023	PNC BANK N. A.	Purpose: EE FED Full Payroll Pay Date: 4/6/2023	Purpose: ER FICA Full Payroll Pay Date: 4/6/2023	137,853.31
* IRS0000421	04/21/2023	PNC BANK N. A.	Purpose: EE FED Full Payroll Pay Date: 4/21/2023	Purpose: ER FICA Full Payroll Pay Date: 4/21/2023	144,498.71
* LSTX032023	04/24/2023	HAB-LST	LST - 1ST QTR 2023		2,690.00
* PATX000406	04/06/2023	PA DEPARTMENT OF REVENUE	Purpose: EE STPA Full Payroll Pay Date: 4/6/2023	Purpose: EE STPA Payroll Pay Date: 2/10/2023	17,338.21
* PATX000421	04/21/2023	PA DEPARTMENT OF REVENUE	Purpose: EE STPA Full Payroll Pay Date: 4/21/2023		17,884.94
* - Non-Nego	otiable Disburs	sement + - Procurement Card Non-	Negotiable # - Payable within Payment	t P - Prenote D - Direct Deposit	C - Credit Card
04/27/2023 10			ANOVER AREA SCHOOL DISTRICT		Page 4 of 5

Bank Account: GF - PNC BANK GENERAL FD Payment Dates: 04/01/2023 - 04/26/2023

			•		
Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
* SUPT000406	04/06/2023	PA SCDU	DED: SUPT - Full Payroll Pay Date: 4/6/2023		439.85
* SUPT000421	04/21/2023	PA SCDU	DED: SUPT - Full Payroll Pay Date: 4/21/2023		439.85
* UCTX032023	04/24/2023	PA UC Fund	UNEMP COMP - 1ST QTR 2023		2,397.40
* VPATX00406	04/06/2023	PA DEPARTMENT OF REVENUE	Purpose: EE STPA Payroll Pay Date: 2/10/2023 Voided: 4/3/2023		(48.41)
				10 - GENERAL FUND	1,363,332.73
				Grand Total All Funds	1,363,332.73
			G	arand Total Credit Cards	0.00
			Gran	nd Total Direct Deposits	0.00
			Gran	nd Total Manual Checks	3,818.12
			Grand Total Other Disburs	sement Non-negotiables	366,048.99
		Grand	l Total Procurement Card Other Disburs	sement Non-negotiables	0.00
			Gran	nd Total Regular Checks	993,465.62
			G	rand Total All Payments	1,363,332.73

Bank Account: GF - PNC BANK GENERAL FD Payment Dates: 04/27/2023 - 04/27/2023

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards Sort: Payment Number

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Payment#	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000026915	04/27/2023	AMAZON CAPITAL SERVICES INC	Supplies for L.V. Comp Ed	Supplies for N.V. Comp Ed	2,264.25
0000026916	04/27/2023	APPLE TREE EDUCATIONAL ASSOCIATES	Bilingual Evaluations		6,600.00
0000026917	04/27/2023	Berkone	computer service - shipping		11.67
0000026918	04/27/2023	Biros Utilities Inc.	portable restrooms		425.00
0000026919	04/27/2023	BUTTON OIL COMPANY	District Fuel		12,848.58
0000026920	04/27/2023	Children's Service Center	Tuition for students attending out of the district		8,913.00
0000026921	04/27/2023	Cintas Corporation	Staff uniforms and cleaning supplies		735.04
0000026922	04/27/2023	Citizen's Voice	Legal Notice March 2023		83.90
0000026923	04/27/2023	CIT	district copiers		2,664.36
0000026924	04/27/2023	C-K Alarm Systems	central station monitoring service		549.00
0000026925	04/27/2023	COOPER ELECTRIC	Electrical Supplies		417.35
0000026926	04/27/2023	Dailey Resources Ltd.	rental oxygen tanks		51.00
0000026927	04/27/2023	Ehrlich	pest maintenance		407.36
0000026928	04/27/2023	ELITE REVENUE SOLUTIONS	2023 Levee Fee		1,213.08
0000026929	04/27/2023	ESS NORTHEAST LLC	Substitute Teachers		19,434.13
0000026930	04/27/2023	Frontier	Hanover Green Fax	High School Fire Alarm	164.80
0000026931	04/27/2023	Geisinger	Trainer		4,065.24
0000026932	04/27/2023	LINDSAY BARRETT GEORGE	Artist in Residence Memorial		200.00
0000026933	04/27/2023	Gerritys	Home Economics 2022		428.92
0000026934	04/27/2023	Glen Summit Springs	Memorial Water	Nurse's Office	248.45
0000026935	04/27/2023	Grainger	hvac repair parts		79.20
0000026936	04/27/2023	ALICIA GREGA	Artist in Residence		200.00
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<sup>\* -</sup> Non-Negotiable Disbursement 04/27/2023 10:25:09 AM

P - Prenote

<sup>+ -</sup> Procurement Card Non-Negotiable

<sup># -</sup> Payable within Payment

D - Direct Deposit

C - Credit Card

Bank Account: GF - PNC BANK GENERAL FD Payment Dates: 04/27/2023 - 04/27/2023

			Sort: Payment Number		
Payment#	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Rurchase	Amount
0000026937	04/27/2023	Green Machine Lawn Service, Inc.	pesticides		1,906.94
0000026938	04/27/2023	Dave Griffith	Reimbursment		293.20
0000026939	04/27/2023	Hanover Nursery	gravel for softball		525.00
0000026940	04/27/2023	H-A TRANSPORTATION LLC	March Transportation		154,080.00
0000026941	04/27/2023	Henry Schein Inc.	medical supplies for nurses		393.78
0000026942	04/27/2023	Home Depot Credit Services	building supplies		3,356.45
0000026943	04/27/2023	I-SAFE INC.	District Software		500.00
0000026944	04/27/2023	Susan Isopi	mileage reimbursement - March 2023		193.88
0000026945	04/27/2023	Lisa Janison	mileage reimbursement - Feb/March 2023		755.35
0000026946	04/27/2023	Jay's Business Systems	district contract charges	Hanover Green - staple cartridge	2,378.24
0000026947	04/27/2023	KEYSTONE VALLEY TRANSPORTATION LLC	April Van Payment		19,837.32
0000026948	04/27/2023	King Spry Herman Freund & Faul	Legal Bill	Special Education Consultation	5,024.00
0000026949	04/27/2023	Kirby Memorial Health Center	water testing	•	90.00
0000026950	04/27/2023	Christa Langdon	Memorial Cereal Project		163.74
0000026951	04/27/2023	Main Hardware	Building and grounds supplies		445.73
0000026952	04/27/2023	Thomas G. McConnell Jr.	Arbitration Fees		3,043.75
0000026953	04/27/2023	CONOR MCGUIGAN	Artist in Residence Memorial & Lyndwood		4,200.00
0000026954	04/27/2023	Montour School District	Tuition for student attending out of the district		3,641.00
0000026955	04/27/2023	Carla Myers	mileage reimbursement - Jan/Feb/March 2023		55.68
0000026956	04/27/2023	NASCO	Home Economics 2022		576.92
0000026957	04/27/2023	NEIU 19	Related Services		605.37

<sup>\* -</sup> Non-Negotiable Disbursement

<sup>+ -</sup> Procurement Card Non-Negotiable

<sup># -</sup> Payable within Payment

P - Prenote D - Direct Deposit

C - Credit Card

Bank Account: GF - PNC BANK GENERAL FD Payment Dates: 04/27/2023 - 04/27/2023

Payment #	.Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount,
0000026958	04/27/2023	Conor Kelly O'Brien	Artist in Residence	t Park Industrial and Addition (CVP) and a state in the state of the s	200.00
0000026959	04/27/2023	Brittany Owens	mileage reimbursement - March 2023		51.09
0000026960	04/27/2023	PACE Transportation	March Van Payment		34,000.73
0000026961	04/27/2023	Commonwealth of PA	renewal application for pesticide license		35.00
0000026962	04/27/2023	Pearson Clinical Assessment	Shipping charge		57.96
0000026963	04/27/2023	Pennsylvania Paper & Supply Co	house keeping supplies		7,707.98
0000026964	04/27/2023	Penteledata	dark fiber transport		587.37
0000026965	04/27/2023	PIONEER ATHLETICS	Baseball		18.60
0000026966	04/27/2023	Pitney Bowes	Postage Machine Supplies		76.49
0000026967	04/27/2023	Plaques & Such	SR Awards		955.00
0000026968	04/27/2023	Port Elevator	elevator service		222.00
0000026969	04/27/2023	RELIABLE TRANSPORTATION	March Van Payment		13,968.08
0000026970	04/27/2023	RIVERSIDE INSIGHTS	GATES MacGinitie Reading Tests Memorial		1,006.39
0000026971	04/27/2023	Sportman's	Football Equipment recondition	Track Uniforms	11,592.05
0000026972	04/27/2023	SPOTIFY INC	Soundtrap Subscription		249.00
0000026973	04/27/2023	Staples Advantage	Supplies	Guidance Counselor for 3rd Grade	152.09
0000026974	04/27/2023	TK ELEVATOR CORPORATION	elevator service		446.88
0000026975	04/27/2023	Western PA School	Special Transportation		800.00
0000026976	04/27/2023	WVADS Inc	school based prevention education March 2023		360.00
0000026977	04/27/2023	Wyoming Valley West School	van for PASC Conference at WVWHS		60.00
0000026978	04/27/2023	Wyoming Valley Track & Field	Conference Meet		300.00

<sup>\* -</sup> Non-Negotiable Disbursement

<sup>+ -</sup> Procurement Card Non-Negotiable

<sup># -</sup> Payable within Payment

P - Prenote D - Direct Deposit

C - Credit Card

Bank Account: GF - PNC BANK GENERAL FD Payment Dates: 04/27/2023 - 04/27/2023

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards Sort: Payment Number

10 - GENERAL FUND	336,917.39
Grand Total All Funds	336,917.39
Grand Total Credit Cards	0.00
Grand Total Direct Deposits	0.00
Grand Total Manual Checks	0.00
<b>Grand Total Other Disbursement Non-negotiables</b>	0.00
Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
Grand Total Regular Checks	336,917.39
Grand Total All Payments	336,917.39

P - Prenote

DocuSign Envelope ID: BF0D6E55-A5BA-44EC-ACC1-BB07837B9A2F

#### UGI Energy Services, LLC

**UGIES Customer Confirmation Agreement** 

Ulier Date: US/1//2U23 Customer:

HANOVER AREA SCHOOL DISTRICT

**UGI** Utilities

HEI #: UUUDUOBU-1-49IDA I

EXHIBIT - F -4

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Contact: EDC:

Nathan Barrett

Sales Rep: Lisa Ninotti

This Confirmation Agreement is between UGI Energy Services, LLC ("UGIES") and HANOVER AREA SCHOOL DISTRICT ("Customer") (together, the "Parties"), and subject to the terms and conditions of a certain Master Power Sales Agreement No. JR-1185-UGI ("Contract") between the Parties dated January 20, 2009. If a conflict exists between the provisions of said Contract and this Confirmation Agreement, the provisions of this Confirmation Agreement shall govern.

Month	Contract Quantity (kWh)	Contract Price (\$/kWh)
4/1/2023	123,341	\$0.07677
5/1/2023	145,336	\$0.07677
6/1/2023	142,625	\$0.07677
7/1/2023	154,292	\$0.07677
8/1/2023	170,663	\$0.07677
9/1/2023	163,547	\$0.07677
10/1/2023	140,855	\$0.07677
11/1/2023	146,667	\$0.07677
12/1/2023	172,695	\$0.07677
1/1/2024	202,777	\$0.07677
2/1/2024	182,590	\$0.07677
3/1/2024	175,268	\$0.07677
4/1/2024	147,315	\$0.07677
5/1/2024	145,336	\$0.07677
6/1/2024	142,625	\$0.07677
7/1/2024	154,292	\$0.07677
8/1/2024	170,663	\$0.07677
9/1/2024	163,547	\$0.07677
10/1/2024	140,855	\$0.07677
11/1/2024	146,667	\$0.07677
12/1/2024	22,133	\$0.07677
Totals:	3,154,089	

UGI	ES Price to Compare (\$/kWh)
	\$ 0.07677

	Demand - kW	Contract Price
Capacity	Included	Included
Transmission	Included	Included

Account Numbers: 411001344695, 411001427615, 411001427854, 411001428118, 411002167137, 411002401254, 411002401387, 411002401650, 411003223848, 411003254132, 411003254454, 411003254587, 411007772709, 421003507140, 421003631338

#### **Conditions and Notes**

- The Pricing Period shall begin on the date of the meter read scheduled on or about 04/01/2023 and continue for a term of 20 months.
- Price: During the term specified, Customer shall pay UGIES the Contract Price for Customer's full requirements Power usage for the account(s) listed in this Confirmation
- Quantity: UGIES shall sell and deliver the full requirements Power usage for the account(s) listed in this Confirmation Agreement. The Contract Quantity shown above is an estimate of the Customer's full requirements Power usage based on historical data and/or information provided by the Customer.
- The Contract Price quoted above is based on Customer's estimated usage of Electricity for the accounts shown. If a material change in Customer's Electricity usage at its facilities occurs for reasons other than variations in weather (including, but not limited to, the shut-down of any existing facility, the opening of any new facility, installation or removal of equipment or changes in operating times or processes), then UGIES may charge Customer UGIES' prevailing market price at the Point of Delivery for Customer's increased Electricity usage and may assess liquidation charges to Customer calculated under UGIES' prevailing market price at the Point of Delivery for Electricity that Customer failed to consume.
- Finalization of this Confirmation Agreement is subject to customer credit approval.
- Pricing does not include any applicable taxes.
- Contract Prices are valid for the Offer Date only. UGIES reserves the right to invalidate any Confirmation Agreement returned after the Offer Date.
- In the event that the EDC or PJM: (i) implements a mandatory service for suppliers; (ii) changes transmission or capacity charges from the amounts included in the Contract Price; or (iii) adopts any other changes in its tariff requirements or changes in Customer's capacity and/or transmission obligations, and such occurrence results in a material change in costs (upward or downward) to UGIES in providing service to Customer, UGIES may adjust the Contract Price (upward or downward, as appropriate) to Customer to reflect Customer's proportional share of such material change in costs (without markup). Customer acknowledges that the Contract Price stated above may be adjusted from time to time in accordance with this provision, agrees to be responsible for such revised level of the Contract Price.
- The Contract Price is not regulated by Customer's state public utility commission ("PUC") or the Federal Energy Regulatory Commission ("FERC"). The PUC regulates distribution prices and services of the EDC and FERC regulates transmission prices and services of the EDC.
- 10. Notwithstanding any provision in the Contract or this Confirmation Agreement, a Small Business Customer, defined as a customer that (1) is located in Pennsylvania, and (2) experienced a maximum registered peak load less than 25 kW within the last 12 months, may rescind this Confirmation Agreement within three business days of a Customer's

Check the box that applies: The Customer has a tax exemption from state sales tax under the state law in which the Customer's facility or facilities served under this Confirmation Agreement is/are located. [] Yes [] No If Yes, Customer shall furnish to UGIES the tax exemption certificate to evidence such exemption. execution date without any obligation

DocuSign Envelope ID: BF0D6E55-A5BA-44EC-ACC1-BB07837B9A2F UĞI Energy Services, LLC

**UGIES Customer Confirmation Agreement** 

Customer: Contact:

EDC:

Uner Date: US/1//2023

**UGI Utilities** 

MBI #: UUUDUOSU-1-45IDA I HANOVER AREA SCHOOL DISTRICT 

rayo: 2

If the terms detailed above accurately set forth your understanding of Seller's Intention, please so confirm by signing below:

By execution, signer warrants that signer is duly authorized to bind Buyer to all terms and conditions hereof

Buver:

HANOVER AREA SCHOOL DISTRICT

Name:

Title:

Signature:

Date:

By execution, signer warrants that signer is duly authorized to bind UGI Energy Services to all terms and conditions hereof

Seller:

**UGI Energy Services, LLC** 

Nathan Barrett

Name:

Shaun Hart

Vice President - Commodity Marketing, Growth and

Title:

Retentioned by:

Signature:

Shawn Hart

20-Mar-2023 | 11:51 AM EDT

Date:

#### SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the "Agreement") is made this 2<sup>nd</sup> day of May 2023, by and between the HANOVER AREA SCHOOL DISTRICT, a school district existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as the "School District", and FNCB BANK, a Pennsylvania state-chartered bank, hereinafter referred to as the "Bank"

#### WITNESSETH:

WHEREAS, the School District plans to purchase scoreboards for: basketball and baseball/softball (collectively "Scoreboards"); and

WHEREAS, the School District has requested and the Bank has agreed to sponsor the purchase of the Scoreboards; and

WHEREAS, the School District and Bank have agreed that for a Eight (8) year term, the School District shall permit the Bank to place its logo on the Scoreboards pursuant to mutually agreeable terms and conditions.

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, the School District and the Bank hereby mutually agree as follows:

- 1. <u>SPONSORSHIP</u>. The Bank hereby agrees to sponsor the purchase of the Scoreboards and the School District hereby agrees to permit the Bank to place its logo on the Scoreboards with the design mutually agreed to by the Bank and School District and as more particularly described in <u>Exhibit "A"</u> attached hereto and made a part hereof. During the Term (hereinafter defined) of this Agreement, School District agrees that the Bank shall be its primary banking institution.
- 2. <u>TERM</u>. The Term (hereinafter defined) of this Agreement shall commence upon installation of the Scoreboards with the Bank's logo and the Scoreboards being placed into service (the "Completion Date") by the School District and as evidenced by a written acknowledgement executed by the School District and the Bank. The Term of this Agreement shall be for eight (8) years (the "Term") beginning on the Completion Date and ending on the 8th anniversary of the Completion Date, unless extended or terminated pursuant to the provisions of this Agreement.
- 3. <u>SPONSORSHIP PRICE</u>. The Bank shall pay the Sponsorship Price equal to the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Sponsorship Price") payable to the School District.
- 4. <u>SIGN PERMITS, ELECTRICAL WORK AND MAINTENANCE</u>. The School District shall be responsible for the costs and obtaining the necessary permits to install and use the Scoreboards. The School District shall be responsible for the cost and performance of all electrical work required for the Scoreboards. The School District shall conduct all necessary routine, preventative and long-term repair and maintenance of the Scoreboards

after installation and keep them in good condition and repair, reasonable wear and tear excepted.

5. <u>LOGO REPLACEMENT</u>. In the event the Bank desires to replace its Logo on the Scoreboards, the School District shall permit the Bank or its agents to enter upon the property to the extent reasonably necessary for inspection, replacement, improvement, removal or performance of any work necessary provided the Bank shall first give reasonable advance notice to the School District of any work proposed to be done and has received the School District's written approval for the date and time and substance of the work to be performed. Such work shall be done solely at Bank's cost and expense and in such a manner and under such conditions as not to interfere with the proper, safe and continuous use, operation and enjoyment of the Scoreboards.

Before Bank commences any work in connection with the replacement of the Logo installation or removal, the Bank will require its contractors, agents, or employees to secure or be covered by insurance as may be reasonably necessary and required by the School District in view of the work to be performed. Said insurance required shall be of the kind, type and amount as the School District requires on similar construction or public works contracts and the School District shall be named as additional insured.

- 6. <u>DESTRUCTION OF SCOREBOARDS</u>. If the Scoreboard(s) is/are wholly or substantially destroyed, the School District shall determine whether or not they will replace the Scoreboard(s) and promptly notify Bank in writing. If the School District determines they will replace the Scoreboard(s), then the Term shall be extended by an amount of time equal to the time that elapsed between the date of the Scoreboard(s) destruction and the date of completion of its replacement. If the School District determines they will not replace the Scoreboard(s), this Agreement shall terminate. The School District will agree to maintain, or cause to be maintained, insurance, which may include self-insurance, of such types and in such amounts as are customarily carried by similar entities with respect to the Scoreboard(s).
- 7. <u>TERMINATION</u>. Upon termination of this Agreement, the School District shall, within a reasonable time, not to exceed sixty (60) days, remove, at its discretion, the Bank Logo from the Scoreboards.
- 8. <u>ASSIGNABILITY AND TRANSFERABILITY</u>. The rights and obligations created by this Agreement are exclusive and shall not be transferred or assigned except by written agreement by the Bank and the School District.

The Bank and the School District shall not assign or transfer this Agreement without the prior written consent of the other party; provided, however, that if the Bank is merged into, acquired by, or sells all or substantially all of its assets to, a third party, then the Bank shall have the absolute right to assign or transfer this Agreement without seeking or obtaining the consent of the School District.

9. <u>TERMINATION UPON DEFAULT</u>. A default shall be deemed to have occurred hereunder if:

- a) Bank defaults in the making of any payment required to be made by it after the School District has given Bank thirty (30) days written notice under this Agreement and said thirty (30) days have elapsed and such payment is due and payable;
- b) Either party defaults in the performance or observance of any other term, covenant, condition or provision of this Agreement; such default is of a kind which is curable or remediable; and such default continues for a period of thirty (30) days after service of a Notice of Default, or, if the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a thirty (30) day period, continues beyond such period following the end of the period of thirty (30) days after the service of a Notice of Default as is reasonably necessary, taking into account unavoidable delays to do the work required or to complete such other action as is required to cure or remedy the default in question;
- c) Either party defaults in the performance or observance of any term, covenant, condition or provision of this Agreement and either: (i) such default is not curable or remediable and is with respect to a substantial obligation of this Agreement; (ii) the non-defaulting party cannot be made whole therefore by the collection of money damages and it is committed or permitted under such circumstances as to evidence a willful or negligent disregard by the defaulting party of its substantial obligations under this Agreement; or (iii) such default, in the light of prior defaults by the defaulting party established a course of conduct of willful or negligent disregard by the defaulting party of its obligations, substantial or otherwise, under this Agreement. No default shall be deemed to have occurred under this Subsection until the expiration of thirty (30) days after giving of a Notice of Default notwithstanding the fact that the claimed default is not curable or remediable, so that the defaulting party will have an opportunity to initiate a judicial proceeding to determine whether the claimed default constitutes a default hereunder, or
- d) There shall be filed against the Bank or the School District in any court pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or substantially all of said party's property and within one hundred twenty (120) days of such filing said party fails to secure a discharge of such petition or the dismissal of such proceedings, or said party files a voluntary petition in bankruptcy or insolvency or for such reorganization or for the appointment of such a receiver or trustee or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement for the benefit of creditors.

Within a reasonable time after the occurrence of any default, the non-defaulting party shall have the right to give the defaulting party notice of intention to terminate this Agreement and all rights of the defaulting party hereunder and, upon the effective date of such termination specified in such notice (which shall be not less than 10 days after the giving of such notice), the Term shall end as fully and completely as if that were the date herein fixed for the expiration of the Term.

In the event of a breach or a threatened breach by either party of any of the terms, covenants, conditions or provisions hereof, the other party shall have the right to apply for an injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, including, without limitation the right to money damages, as if specific remedies, indemnity or reimbursement were not herein provided for.

The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, shall be deemed to be in exclusion of any of the others herein or by law or equity provided.

The provisions of this Article shall survive the termination of this Agreement.

10. <u>ARBITRATION</u>. To the extent permitted by applicable law, any controversy or dispute arising out of or relating to this Agreement, or any alleged breach hereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in existence (to the extent such rules are not inconsistent with the provisions of this Agreement), it being understood and agreed that the arbitration panel shall consist of three individuals acceptable to the parties hereto. In the event that the parties cannot agree on three (3) arbitrators within twenty (20) days following receipt by one party of a demand for arbitration from the other party, then the School District and Bank shall each designate one (1) arbitrator and the two (2) arbitrators selected shall select the third (3<sup>rd</sup>) arbitrator. The arbitration panel so selected shall convene a hearing at a place mutually agreed to by the parties or if no mutual agreement then in the Borough of Exeter, Luzerne County, Pennsylvania, no later than thirty (30) days following the selection of the panel. The arbitration award shall be final and binding upon the parties, and judgment may be entered thereon in the Luzerne County, Commonwealth of Pennsylvania Court of Common Pleas or in any other court of competent jurisdiction.

#### 11. MISCELLANEOUS.

- a) Governing Law. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.
- b) Entire Agreement. This Agreement constitutes the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements.
- c) Notices and Addresses. All notices required to be given under this Agreement shall be given by personal delivery or by certified or registered mail, or overnight mail, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section and shall be deemed given when deposited in the U.S. mails, postage prepaid.

#### IF TO THE SCHOOL DISTRICT:

Hanover Area School District 1600 Sans Souci Parkway, Hanover Township, PA 18706. Attention: Business Manager

#### IF TO THE BANK:

FNCB Bank 100 South Blakely Street Dunmore, PA 18512 Attention: Gerard A. Champi, President/CEO

- d) Notwithstanding anything to the contrary herein, in the event that School District terminates this Agreement prior to the end of the Term for any reason other than a default by Bank, or if Bank is no longer School District's primary banking institution, School District shall reimburse Bank the Sponsorship Price on a prorated basis (i.e. if School District terminates in Year 4 of the Agreement, School District shall reimburse Bank 1/2 of the Sponsorship Price).
- e) <u>Amendment, Modification, or Alteration</u>. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties hereto.
- f) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- g) <u>Headings Only for Reference</u>. The titles of sections of this Agreement are for reference purposes only, and shall be of no binding effect.
- h) Status of Parties. Parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to create a partnership or joint venture between the Bank and the School District.
- i) Waiver. The waiver by the Bank or the School District of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement.
- j) <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respect successors and assigns.
- k) Employee Status. It is understood and agreed that no agent, servant, or employee of Bank or any of its subcontractors shall under any circumstances be deemed an agent, servant, or employee of the School District and that no agent servant or employee of

the School District shall be under any circumstances deemed an agent servant or employee of Bank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HANOVER AREA SCHOOL DISTRICT
By:
FNCB BANK
By:

#### PROOF #58821A-PR

#### **PROOF INCLUDES:**

- Model 2770 Basketball/Volleyball/ Wrestling LED Scoreboard 8'W x 5'11"H x 8"D Scoreboard Color: #140 Royal Blue Custom Team Name: Hawkeyes
- Non-illuminated Sign 8'W x 2'H



SIGNATURE OF APPROVAL

DATE

This rendering is for conceptual purposes only. It may not be to exact scale or specifications and should not be used for installation purposes. Every effort has been made to make it as accurate as possible. Beams and or pillars are for illustration only. Engineering specifications may require changes in the quantity, size and/or shape of beams and pillars to meet installation requirements. Nevco assumes no obligations or liability regarding the viability of applicability of existing structures. THIS DRAWING IS THE PROPERTY OF NEVCO INC. AND SHALL NOT BE REPRODUCED, COPIED, SHARED or DISTRIBUTED WITH ANYONE OTHER THAN THE INTENDED STAFF OR CLIENT OF THE PROPOSED PROJECT WITHOUT THE EXPRESSED PERMISSION OF NEVCO INC.



### HANOVER AREA HIGH SCHOOL, HANOVER TOWNSHIP, PA

### PROOF #58822A-PR

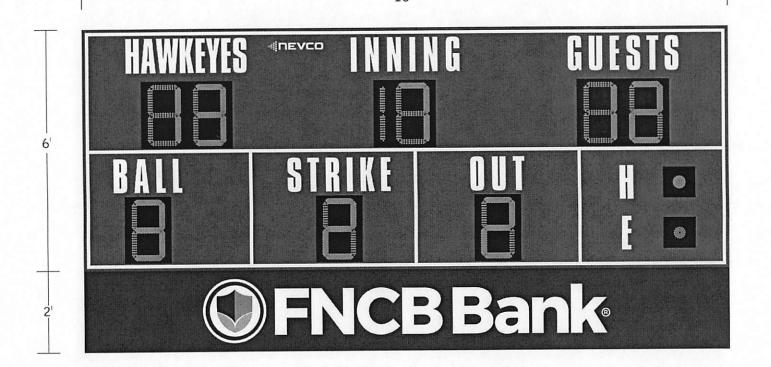
#### **PROOF INCLUDES:**

 Model 1635 Baseball/Softball LED Scoreboard
 16'W x 6'H x 8"D
 Scoreboard Color: #140 Royal Blue

Digit Color: Red

Custom Team Name: HAWKEYES

 Non-illuminated Sign 16'W x 2'H



SIGNATURE OF APPROVAL

DATE

This rendering is for conceptual purposes only. It may not be to exact scale or specifications and should not be used for installation purposes. Every effort has been made to make it as accurate as possible. Beams and or pillars are for illustration only. Engineering specifications may require changes in the quantity, size and/or shape of beams and pillars to meet installation requirements. Nevco assumes no obligations or liability regarding the viability of applicability of existing structures. THIS DRAWING IS THE PROPERTY OF NEVCO INC. AND SHALL NOT BE REPRODUCED, COPIED, SHARED or DISTRIBUTED WITH ANYONE OTHER THAN THE INTENDED STAFF OR CLIENT OF THE PROPOSED PROJECT WITHOUT THE EXPRESSED PERMISSION OF NEVCO INC.



### I. <u>INVITATION TO BID:</u>

The Hanover Area School District desires to receive
SEALED BIDS ON:
Sanding, Refinishing, Floor Repair of Jr/Sr High
School Gymnasium
ochoor Gymnasiam
Please complete Bid Form in compliance with the
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INSTRUCTIONS TO BIDDERS, which is attached.

Sincerely,

Rick Stevens Board of Education Secretary Hanover Area School District

# HANOVER AREA SCHOOL DISTRICT TABLE OF CONTENTS

I.	Invitation To Bid	Cover Sheet
	Table of Contents	Page 1
II.	General Bid Conditions and Instructions	Pages 2 5
III.	Bidder's Affirmation	Page 6
IV.	Bidder Compliance	Pages 7 10
V.	Scope of Work / Bid Specifications	Pages 11 to 12

PLEASE NOTE BID CONDITION NO.17.

#### SUBSTITUTE BID LISTS WILL NOT BE PERMITTED

#### II. GENERAL BID CONDITIONS AND INSTRUCTIONS

#### **PROPOSAL REQUIREMENTS:**

1.	Bids will be received by the Hanover Area School District, 1600 Sans Souci Parkway
	Hanover Township, Wilkes-Barre, PA, 18702, at the Business Office until 10:00 AM
	on May 1, 2023.

## 2. <u>ALL BIDS ARE TO BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH ENVELOPE:</u>

{Bid on	Sanding, Refinishing, Flo	or Repair on the Jr/Sr High Schoo	l Gymnasium Floor )	١.

- 3. Bids shall be submitted on the Proposal Form as furnished herewith and shall be properly executed. No proposal will be considered which is submitted otherwise than upon the proposal form provided.
- 4. All bid prices shall be calculated at net price and must be bid firm for a period of one hundred twenty (120) days, from the bid opening date. In the event the price bid is firm for a lesser period of time, the extent of time shall be clearly indicated.
- 5. Bidder shall sign and date his proposal properly and in the following manner:
  - a. The proposal of an individual must be executed by him, personally. The trade name, address and telephone number must be stated.
  - b. The proposal of a partnership must state the partnership business name, address and telephone number and must be executed by at least one of the partners.
  - c. The proposal of a firm or an unincorporated association must state the business name, address and telephone number and must be executed by at least one of the said members.
  - d. The proposal of a corporation must show the principal office address and telephone number, must be executed by the President or Vice President of the Corporation and the Corporate Seal must be affixed and attested by the Secretary or Assistant Secretary of the Corporation. In the event that the proposal of a corporation is executed other than as provided, evidence of the authority of the person executing the said proposal must be furnished in the form of a Corporation Resolution. Said evidence of the authority must be executed by the President or Vice President of the Corporation and the Corporate Seal must be affixed and attested by the Secretary or Assistant Secretary of the Corporation.

The Hanover Area School District shall make payment on account of the purchase price as follows:

The Board has the right to withhold payment until all bid items awarded to a Vendor have been received by the School District or all damaged items have been replaced without additional cost to the District.

- 6. The Board of School Directors reserves the rights to reject any or all bids and to accept any item or group of items for which a bid is submitted.
- 7. The specifications indicate the type, design and quality to be furnished, but should not be construed as limiting. Each proposal, where digression from the specifications is made, shall be accompanied by full illustration and detail. Where the question of "APPROVED EQUAL" arises, it shall be understood that the Board, in its discretion, shall approve and accept where substitution is intended, and its decision shall be conclusive without exception or appeal.
- 8. It shall be further understood that the bidder agrees to deliver all supplies to the District Supply Room, unless otherwise instructed to deliver elsewhere as shown in item C (below) in undamaged condition. ALL FREIGHT, SHIPPING AND/OR HANDLING CHARGES FROM THE BIDDERS PLACE OF BUSINESS TO THE HANOVER AREA SCHOOL DISTRICT DELIVERY POINT LISTED BELOW, WILL BE PAID BY THE BIDDER, (F.O.B. DESTINATION).
- 9. Samples, where required, shall be in the custody of the Board of Education, Junior-Senior High School, 1600 Sans Souci Parkway.
- 10. This proposal shall be signed by an Officer of the Company submitting the bid, by an authorized agent, partner, owner or corporate officer.
- 11. No bid may be withdrawn for a period of one hundred twenty (120) days after the date set for the opening thereof. In the event bid is valid for a lesser period of time, the extent of time shall be clearly indicated.
- 12. Deliver, installation must be made prior to August 1, 2023 . The School reserves the right to waive this date. All requests for waiver must be submitted when the Bid is submitted.
- 13. Unless otherwise specified or agreed to by both the Board and Bidder, all deliveries shall be made between 8:00 AM and 12:00 Noon, Monday through Friday, except for holidays.
- 14. All shipping claims for damaged goods will be the responsibility of the vendor shipping the products to the School District. If any items are damaged, the vendor agrees to immediately replace the goods that were damaged.

#### 15. SPECIAL BID CONDITIONS FOR:

A. Work performed at Hanover Area Jr/Sr High School which is related to sanding and refinishing High School Gymnasium Floor, which must be conducted without interference with regard to the educational learning environment of the school district.

B. The School District is planning to install a new scoreboard and painting in the Gymnasium prior to the floor refinishing. Contractor involved with the project must coordinate initial startup with Building & Grounds Supervisor.

C. A mandatory walk through of the Gymnasium Refinishing will be scheduled on April 17, 2023 at 12:00 PM at 1600 Sans Souci Parkway.

D. Bidder must provide technical specifications for products used for refinishing.

E. Liquidation damages for not completing this project specified in this contract shall be \$200.00 per day.

16. All items shall be delivered to:

1600 Sans Souci Parkway
Hanover Township
Wilkes-Barre, PA 18702
ATTENTION: DISTRICT SUPPLY ROOM
Hanover Area Junior-Senior High School

- 17. All bids must be submitted on our Bid Lists, due to the use of electronic data processing equipment in the tabulation of bids. Our Bid List must be used in bidding, substitute bid lists will not be permitted.
- 18. In order to obtain sizes for articles of clothing, shoes, etc., contained in specific bids; all successful bidders are asked to contact the Hanover Area School District Athletic Director a (570) 831-2304 or (570) 831-2300, extension 504.
- 19. All successful bidders will receive a letter or purchase order within one hundred twenty (120) days, notifying them that the Hanover Area School Board awarded the Bid to their Company because they were the lowest responsible bidder. If your Company does not receive a letter or purchase order within one hundred twenty (120) days, your Company was not awarded the bid.
- 20. All materials used by the successful bidder or materials/goods supplied by the successful bidder shall not have been manufactured by a process using hazardous waste materials as defined by the Environmental Protection Agency in the manufacture and make-up thereof.

- 21. <u>DISCREPANCIES</u>: Bidders, who find discrepancies in the specifications or are in doubt with regard to any part of the specifications, shall immediately notify the District. If it is deemed necessary, instructions in the form of bulletins will be issued to all bidders by mail. The District will not be responsible for any oral instructions.
- 22. The Board reserves the right to accept or reject any and/or all proposals and to waive any informality as it may deem best for the interest of the District. Any proposal received after the time and date specified will not be considered.
- 23. All applicable manufacturer and dealer warranties should be stipulated in Bid Proposal.
- 24. Return the complete Bid Requirements, Items No. I through V, as shown on Page 6, along with an original No. III. Bidder's Affirmation, (Copies of Bidder's Affirmation are not acceptable.) and the Bid Specifications with any other attachments of the Bidder.

#### III. BIDDER'S AFFIRMATION

Hanover Area School District

Ladies and Gentlemen:

We, the undersigned, propose and agree to furnish the Hanover Area School District any one or all items that we have priced, at the prices set opposite each item within the time allotted and that quantity and quality will be in conformance to the specification, and we do hereby agree to enter into this written contract to furnish such item(s) as may be awarded to us, and to furnish such security as these specifications require.

We further stipulate that we have read and understood the following:

#### **General Bid Requirements**

I - Invitation to Bid (Cover Sheet)
II - General Bid Conditions and Instructions (Pages 2 through 6)
III - Bidder's Affirmation (Page 7)
IV. Bidder Compliance (Pages 8 through 12)
V - Bid Specifications (Pages 13 through)

TOTAL BID: \$ 38,250.00	NUME	BER OF ITEM	S BID ON:	Gym surface refinish and Patch (2 service items
Terms allowed on this Bid	Invoice Net 30			
Additional discount allowed if all items are purchased N/A				
Date(s) item(s) will be delivered/installed Project to be completed by August 1, 2023 per bid specification				
Name Miller Flooring Com	npany			
Trade Name Miller Sports Construction				
Street Address 827 Lincoln Avenue Suite 15				
City/Town West Chester		State PA	Zip Code	19380
By Willia	ım H. Miller / President			
Signature of Bidder and Official Capacity				
Dare   April 30, 2023	Teleph	one (484	) 614.947	5

1999-08-03

#### IV. BIDDER COMPLIANCE

#### The Successful Bidder must comply with the following:

- I. <u>Discrimination Prohibited:</u> According to Section 755, Public School Code of Pennsylvania, 1949, as amended, the contractor agrees:
  - 1. That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no contractor, sub-contractor, shall by reason of race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
  - 2. That no contractor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under his contract on account of race, creed or color;
  - 3. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,
  - 4. That this contract may be cancelled or terminated by the school district and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.
- II. Human Relations Act: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et.seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification.
- III. Competent Workmen: According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first-class workmen and mechanics. No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.
- IV. Pennsylvania Prevailing Wage Rates: This regulation and the general Pennsylvania prevailing minimum wage rates (Act 422 of 1961, P.L. 987, as amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.
- V. Standard of Quality: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rater to name or describe it as the absolute minimum standard that is desired or acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or as approved equal," they shall be subject to equals only as approved by the architect and/or engineer.
- VI. Provision For the Use of Steel and Steel Products Made in the United States:

In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defined "steel products" to include machinery and equipment. The Act also provides clarifications and penalties.

- VII. No Cash Allowances: No cash allowances for any purpose are included in the specifications of this project.
- VIII. All Bids must contain a Bid Bond in the amount of 10% of the total Bid Cost, either through Bid Bond or Certified Check.
- IX. Labor, Material and Performance Bonds must be provided for 100% of the cost to successful bidders, prior to any award and signing of contract.
- X. Schedule of Payment to Successful Bidder: When the Contract is complete and reviewed and approved by the School District Representatives, and all permits and approvals needed by the local, state, or federal governments, or their agencies, are received; the Contractor will be paid in full.
- XI. Non-Collusion Affidavit: The attached Non-Collusion Affidavit must be completed and submitted with all bid documents and specifications.

#### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

- 1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with Bids.
- 2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
- 3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself, or herself, that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.

- 4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
- 5. The term "Complementary Bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of Bids higher than the Bid of another firm, any intentionally high or noncompetitive Bid, and any other form of Bid submitted for the purpose of giving a false appearance of competition.
- 6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Bid.

#### NON-COLLUSION AFFIDAVIT

State of Pennsylvania	_:	Contract/Bio	Sanding, Refinishing, Floor Repart of Jr/Sr High School Gymnasium
County of Chester	s.s. _ :		
I state that I am President		of d	filler Flooring Company ba Miller Sports Construction
and that I am authorized to make this affidate	vit on	behalf of my fir	(Name of Firm) rm, and its owners, directors and
officers. I am the person responsible in my	firm fo	or the price(s) a	nd the amount of this Bid.
I state that:			

- (1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.
- (2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of Complementary Bid.
- (4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement fro9m, any firm or person to submit a complementary or other noncompetitive Bid.

(5) Miller Flooring Company dba Mill	ler Sports Construction , its affiliates,
(Name of Firm) subsidiaries, officers, directors and employ	yees are not currently under investigation by any
governmental agency and have not in the l	ast three years been convicted or found liable for any act
prohibited by State or Federal Law in any	jurisdiction, involving conspiracy or collusion with
respect to bidding on any public contract,	except as follows:
I state thatMiller Flooring Company dba ! (Name of Firm)	Miller Sports Construction understands and
	ns are material and important, and will be relied on by
Hanover Area School District	
	of Public Entity)  Bid is submitted. I understand, and my firm understands,
that any misstatement in this affidavit is, a	nd shall be treated as, fraudulent concealment from
Hanover Area School District	of the true facts relating to the submission of
(Name of Public Entity) Bids for this contract.	
	William H. Miller / President
	(Name and Company Position)
	GPHMIMreeth of Pennsylvania - Notary Seal Carol A Swerdon, Notary Public Choster County  Choster County
Notary Public	My commission expires November 17, 2024 Commission number 1211193 Member, Pennsylvania Association of Notaries
My Commission Expires: November 17, 202	

#### V. SCOPE OF WORK/BID SPECIFICATIONS

#### **Hanover Area School District**

Sanding, Refinishing, Floor Repair of Jr/Sr High School Gymnasium

#### **SPECIFICATIONS**

HANOVER AREA SCHOOL DISTRICT 1600 SANS SOUCI PARKWAY HANOVER TOWNSHIP PA 18706

Brandon Holmgren Supervisor of Buddings & Grounds 570-831-2318

#### **High School Gym Floor Refinishing Project Specifications**

- Replace damaged hardwood flooring locating near left entrance of Gymnasium and area below foul line. Square ft. of hardware replacement to be determined at mandatory walk through at 12:00 PM, April 17, 2023. Brandon Holmgren, Supervisor of Building & Ground will represent Hanover Area School District.
- 2. The Gymnasium will be sanded down to bare wood using a minimum of four (4) sanding cuts to remove all existing finish and graphics.
- 3. The area inside the 3 point line will be lighter or darker in color than the rest of the floor as illustrated on the attached layout design.
- 4. Apply two coats of gymnasium seal, screened, vacuumed, and tracked clean.

# Technical Specifications Viscosity A-B Solids 38 +/- %

- 5. Game line graphics, lettering and logos will be applied Re: colors to be selected by Hanover Area School District-see attached layout design.
- 6. Apply two (2) coats of oil base gymnasium finish.

# **Technical Specifications Solids 54 +/- 1%**

7. All questions and/or concerns regarding this project are to be directed to: Brandon Holmgren, Supervisor of Building & Grounds, Hanover Area School District.

# **ATA** Document A310™ - 2010

#### **Bid Bond**

#### CONTRACTOR:

(Name, legal status and address)
Miller Flooring Company
827 Lincoln Avenue
Suite 15
West Chester, PA 19380
OWNER:

(Name, legal status and address)
Hanover Area School District
1600 Sans Souci Parkway
Wilkes-Barre, PA 18702

BOND AMOUNT: Ten Percent (10%) of Amount Bid

#### SURETY:

Houston, TX 77024

(Name, legal status and principal place of business)
Great Midwest Insurance Company 800 Gessner Road, Suite 600

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other perty shall be considered plural where applicable.

(Seal)

CE-COMO

#### PROJECT

(Name, location or address, and Project number, if any)

Sanding, Refinishing, Floor Repair on the Jr/Sr High School Gymnasium Floor Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

day of May

(Witness)
(Witness)

1st

Signed and sealed this

2023

Miller Flooring Company

(Principal)
President
(Title)

Great Midwest Insurance Company

(Surely)

(l'ille) Fernanda L. Depaolantonio, Attorney-in

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#### **POWER OF ATTORNEY**

### **Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

LYNN M. WHEELOCK, ERIC J. FOLLMAN, SR., FERNANDA L. DEPAOLANTONIO, CAITLIN CHRISTINE BAKER

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

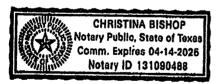
IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

**GREAT MIDWEST INSURANCE COMPANY** 

Mark W. Haushill President

#### **ACKNOWLEDGEMENT**

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop Notary Public

#### CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this

CORPORATE SEAL

Day of 1115 UN 14 CO

CORPORATE SEAL

Leslie K. Shaun

Secretary

"WARNING: Any person who knowingly and with intent to deliginary insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the burgase ophilsieading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



## Bona Sport® Poly 350 **Technical Data Sheet**

Bona Sport® Poly 350 is a premium quality, oil-modified polyurethane developed specifically for the wood sport floor market. Bona Sport Poly 350 is low VOC and provides an extremely tough, high build gloss finish with excellent chemical resistance, protecting against perspiration and routine cleaning. Bona Sport Poly 350 is specially formulated to meet all federal and state clean air quality

- High solids, oil-modified polyurethane
- Provides a tough protective coat
- Provides excellent chemical resistance
- Protects against perspiration and routine cleaning
- Light amber color enhances natural color of wood
- MFMA approved
- Easy to maintain
- Available in gloss
- Will adhere to most solvent-based and waterborne finishes after proper preparation, drying, and curing times

#### Technical data

#### Physical Characteristics:

Ingredients - Oil-modified polyurethane resin, mineral spirits (solvent), driers.

Color - Amber

Solids - 52-55%

Viscosity - (#4 Ford cup @ 25° C) approx. 22-26 seconds

Density - 7.6 lbs./gallon (.91 S.G.)

US Regulatory VOC - 350 g/L

Gloss Level (60°) - 90+

Odor - Mineral spirits

Stability - Two-year shelf life in unopened container

Flash Point - 104°F (40°C)

Packaging - 5-gallon pail

#### Application Characteristics:

Clarity - Clear when dry

Leveling - Good

Defoaming - Excellent

Drying Time - 18-24 hours (based on recommended coverage rate, under ideal conditions)

Application Tools - Brush, lambswool applicator, heavyweight t-bar and Bona Floor Coater Sleeve

Coverage - 600-650 square feet per gallon Percent Cured After 24 Hours - 50%

Maximum Cure - 2 weeks

#### Recommended Use

- Basketball courts
- Multi-purpose gym, stage, aerobic, dance and yoga floors
- Volleyball courts
- Racquetball, squash and badminton courts

#### Directions

#### BEFORE USING, READ ALL DIRECTIONS AND SAFETY DATA SHEETS. KEEP OUT OF REACH OF CHILDREN.

FOR TECHNICAL ADVICE: Call Bona US at 800-872-5515

COMPATIBILITY: Bona Sport Poly 350 is not recommended over shellac, lacquer sanding sealers, fillers or stains containing stearates. Oil-modified finishes will have a slight ambering effect over lightcolored surfaces. Bona Sport Poly 350 will adhere to most finishes after proper preparation and dry times. ALWAYS PREPARE A SAMPLE OR TEST AREA TO DETERMINE COMPATIBILITY, APPEARANCE AND DESIRED RESULTS

SANDING AND PREPARATION OF NEW FLOORS: 1. Sand and prepare floor using MFMAaccepted methods. 2. Make your final cut with 100-120-grit paper. Screen with 100-grit or 120-grit screen or use a Bona Multidisc and 80-grit or 120-grit Bona Diamond abrasives. 3. Vacuum thoroughly. 4. Tack thoroughly with mineral spirits, a slightly damp Bona SuperCourt® Microfiber Wet Tacking Pad, or a dry Bona SuperCourt Microfiber Tacking Pad. 5. Apply sealer and finish system (see finish directions).

#### Finishing







# Bona Sport® Poly 350 Technical Data Sheet

The BONA SPORT POLY 350 FINISH SYSTEM: Bona Sport Poly 350 is a 3-coat system: 1 coat of a Bona Sport® Sealer (follow sealer directions), Bona CourtLines® paint or Bona SuperSport Paint®, and 2 coats of Bona Sport Poly 350.

RECOMMENDED APPLICATORS: Brush, lambswool applicator, heavyweight t-bar and Bona Floor Coater Sleeve.

NOTE: Use a clean applicator for the sealer and a separate clean applicator for finish.

MIXING INSTRUCTIONS: Remove lid and stir thoroughly before use. DO NOT THIN.

FINISHING: 1. Pour a 4"-6" wide line of finish along the starting wall. Go with the grain of the wood, applying a thin, uniform coat. 2. Using a Bona Floor Coater Sleeve on a heavyweight t-bar, draw the applicator forward, with the grain of the wood, moving the finish toward the opposite wall. Hold the applicator at a "snowplow" angle. 3. Avoid leaving puddles or excessive amounts of finish on the floor. 5. BE SURE YOU ARE USING THE RECOMMENDED COVERAGE OF 600-650 SQUARE FEET PER GALLON. 5. Allow first coat to dry thoroughly (approximately 18-24 hours). High humidity and/or low temperature conditions will extend the dry time (recommended conditions of 65-80°F/40-60% relative humidity). 6. For proper adhesion, abrade between all coats of finish. 7. Allow final coat to dry at least 72 hours before use.

INTERCOAT ABRASION FOR FLOORS WITH GAMELINES: See sealer instructions for proper sequence of sealer, gamelines and finish coats. Before applying gamelines, abrade using 180 or 240-grit Bona Diamond abrasives mounted on 1-2 Bona Conditioning Pads. Vacuum and tack thoroughly. Note: If paint will not be applied within 24 hours, the floor must be re-abraded to ensure proper adhesion. Apply gamelines using Bona CourtLines paint or Bona SuperSport Paint according to label instructions. If using another manufacturer's paint, before applying gamelines, always prepare a sample or test area to determine compatibility and adhesion. Always abrade properly dried Bona CourtLines paint or Bona SuperSport Paint using double-stacked Bona Conditioning Pads. Always vacuum and tack thoroughly after abrading. Apply finish coat within 24 hours.

INTERCOAT ABRASION FOR FLOORS WITHOUT GAMELINES: Abrade between all oil-modified sealer and finish coats using 180 or 240-grit Bona Diamond abrasives mounted on 1-2 Bona Conditioning Pads. As an alternative when abrading between coats of finish, use a Bona Multidisc with 180 or 240-grit Bona Diamond abrasives. Always vacuum and tack thoroughly after abrading. Apply finish coat within 24 hours.

CURING: The curing process takes approximately 14 days. The floor may be walked on after 24 hours, but remains susceptible to scuffing or marring until completely cured. Do not replace athletic mats or area rugs until the floor has fully cured. No wet cleaning during the first week, only dry dust with a Bona SuperCourt Microfiber Dusting Pad. (Do not use dry dust mop treatment chemicals on wooden floors.)

RECOATING: Be sure floor is free from wax, polish and oily residues. Always test for compatibility. Follow the Bona Prep™ system, and apply 1-2 coats of Bona Sport Poly 350. A second option is to use an auto scrubber and Bona SuperCourt Microfiber Scrubbing Pads, and Bona SuperCourt Cleaner to clean the floor. Abrade the floor with a Bona Multidisc and 180-grit Bona Diamond abrasives. Dry tack with a Bona SuperCourt Microfiber Dusting Pad. Clean floor with the auto scrubber. Wet tack. Finish with 1-2 coats of Bona Sport Poly 350.

DANGER: RAGS, STEEL WOOL OR WASTE SOAKED WITH BONA ALL COURT MAY SPONTANEOUSLY CATCH FIRE IF IMPROPERLY DISCARDED. IMMEDIATELY AFTER EACH USE, PLACE RAGS, STEEL WOOL OR WASTE IN A SEALED, WATER-FILLED METAL CONTAINER.

#### Maintenance

CLEAN-UP: Clean application tools and equipment with mineral spirits.

STORAGE: Store at room temperature. Keep container closed when not in use. Do not store above 100° F (38° C). Do not transfer contents to other containers for storage and disposal. In case of spillage, absorb with inert material. Dispose of contaminated absorbent, container and unused contents in accordance with local, state and federal regulations.

MAINTENANCE: Place walk-off mats at all entrance doorways to keep out excessive dirt and grit. For best results, see Bona SuperCourt® Athletic Floor Care System products for optimal wood floor care.

#### Order Information

Item # ST750055155

Size 5 Gallons No./Case

1





# EXHIBIT -//



# Bona Sport® Seal 350

#### Technical Data Sheet

Bona Sport® Seal 350 is an oil-modified sealer for sport and all-purpose hardwood floors. For use over newly sanded sport floors. Bona Sport Seal 350 is specially formulated to meet all federal and state clean air quality standards.

- Formulated for use with Bona Sport® Poly 350
- Oil-modified polyurethane sport floor sealer
- Seals the wood, providing a build layer and prevents the finish from penetrating
- For use over newly sanded sport floors

#### Technical data

Physical Characteristics:

Ingredients - Oil-modified polyurethane resin, mineral spirits (solvent), polysiloxane, driers, defoamers

Color - Light amber Solids - 51-54%

Viscosity - (#4 Ford cup @ 25° C) approx. 22-26 seconds

Density - 7.7 lbs./gallon (.92 S.G.)

US Regulatory VOC - 350 g/L

Odor - Mineral spirits

Stability - Two-year shelf life in unopened container

Flash Point - >104°F (PMCC)

Packaging - 5-gallon pail

#### Application Characteristics:

Clarity - Clear when dry

Leveling - Good

Defoaming - Good

Drying Time – 18-24 hours (based on recommended coverage rate, under ideal conditions)

Application Tools - heavy weight synthetic applicator

Coverage - 600-700 square feet per gallon

Percent Cured After 24 Hours - N/A

Maximum Cure - 2 weeks

#### Recommended Use

- Basketball courts
- Multi-purpose gym, stage, aerobic, dance and yoga floors
- Volleyball courts
- Racquetball, squash and badminton courts

#### Directions

BEFORE USING, READ ALL DIRECTIONS AND SAFETY DATA SHEETS. KEEP OUT OF REACH OF CHILDREN.

FOR TECHNICAL ADVICE: Call Bona US at 800-872-5515

COMPATIBILITY: Bona Sport® Seal 350 will adhere to most stains, paints, sealers and finishes after proper preparation and dry times. Stain, sealer, paint and finish results may vary widely depending on the wood species, especially on oily and resinous types. ALWAYS PREPARE A SAMPLE OR TEST AREA TO DETERMINE COMPATIBILITY, APPEARANCE AND DESIRED RESULTS.

SANDING AND PREPARATION OF NEW FLOORS: 1. Sand and prepare floor using MFMAaccepted methods. 2. Make your final cut with 100-120-grit paper. Screen with 100-grit or 120-grit screen or use a Bona MultiDisc and 80-grit or 120-grit Bona Diamond abrasives. 3. Vacuum thoroughly. 4. Tack thoroughly with mineral spirits, a slightly damp Bona SuperCourt® Microfiber Wet Tacking Pad, or a dry Bona SuperCourt Microfiber Tacking Pad. 5. Apply sealer and finish system (see finish directions).

THE BONA SPORT SEAL 350 SYSTEM: Bona Sport Seal 350 is a three or four-coat system: one or two coats of Bona Sport Seal, CourtLines® Paint or Bona SuperSport Paint®, and two coats of a Bona Sport finish.

RECOMMENDED APPLICATORS: Heavyweight t-bar with a Bona Floor Coater Sleeve. NOTE: Use a clean applicator for the sealer and a separate clean applicator for finish.

MIXING INSTRUCTIONS: Remove lid and stir thoroughly before use. DO NOT THIN.

SEALING: 1. Pour a 4"-6" wide line of finish along the starting wall. Go with the grain of the wood, applying a thin, uniform coat. 2. Using a Bona Floor Coater Sleeve on a heavyweight t-bar, draw the





Technical Data Sheet

applicator forward, with the grain of the wood, moving the sealer toward the opposite wall. Hold the applicator at a "snowplow" angle. 3. Avoid leaving puddles or excessive amounts of sealer on the floor. 5. BE SURE YOU ARE USING THE RECOMMENDED COVERAGE OF 600-700 SQUARE FEET PER GALLON. 5. Allow first coat to dry thoroughly (approximately 18-24 hours). High humidity and/or low temperature conditions will extend the dry time (recommended conditions of 65-80°F/40-60% relative humidity). 6. For proper adhesion, abrade between all coats of sealer.

INTERCOAT ABRASION FOR FLOORS WITH GAMELINES: Apply gamelines after the second coat of Bona Sport Seal 350. Before applying gamelines, abrade the floor using 240-grit Bona Diamond abrasives mounted on a Bona Conditioning Pad. Vacuum and tack thoroughly. Note: If paint will not be applied within 24 hours, the floor must be re-abraded to ensure proper adhesion. Apply gamelines using Bona CourtLines paint or Bona SuperSport Paint according to label instructions. If using another manufacturer's paint, before applying gamelines, always prepare a sample or test area to determine compatibility and adhesion. Always abrade properly dried Bona CourtLines paint using a Bona Conditioning Pad. If using Bona SuperSport Paint, there is no need to abrade if within 48 hours of the previous coat. Always vacuum and tack thoroughly after abrading. Apply finish coat within 24 hours.

INTERCOAT ABRASION FOR FLOORS WITHOUT GAMELINES: Abrade Bona Sport Seal 350 using 180 or 240-grit Bona Diamond abrasives mounted on 1-2 Bona Conditioning Pads. Always vacuum and tack thoroughly after abrading. Apply finish coat within 24 hours.

#### Maintenance

CLEAN-UP: Clean application tools and equipment with mineral spirits.

STORAGE: Store at room temperature. Keep container closed when not in use. Do not store above 100° F (38° C). Do not transfer contents to other containers for storage and disposal. In case of spillage, absorb with inert material. Dispose of contaminated absorbent, container and unused contents in accordance with local, state and federal regulations.

### Order Information

Item # SB750055111 Size

5 Gallons

No./Case









# SAFETY DATA SHEET



**Bona Sport Seal 350** 

## **Section 1. Identification**

**GHS** product identifier

: Bona Sport Seal 350

Other means of

: SB750055111

identification Product type

: Liquid.

#### Relevant identified uses of the substance or mixture and uses advised against

Not applicable.

Supplier's details

: BonaKemi USA, Inc. (dba Bona US)

2550 S. Parker Road, Suite 600

Aurora, CO 80014 USA

(303) 371-1411

Emergency telephone number (with hours of operation)

: 24 Hour Emergency Number: call CHEMTREC: US - 1-800-424-9300, International -

1-703-527-3887

## Section 2. Hazards identification

**OSHA/HCS** status

: This material is considered hazardous by the OSHA Hazard Communication Standard

(29 CFR 1910.1200).

Classification of the substance or mixture

: FLAMMABLE LIQUIDS - Category 3

SKIN CORROSION/IRRITATION - Category 2
TOXIC TO REPRODUCTION (Fertility) - Category 2

SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) -

Category 3

#### **GHS label elements**

Hazard pictograms







Signal word

: Warning

Hazard statements

: Flammable liquid and vapor.

Causes skin irritation.

Suspected of damaging fertility.

May cause drowsiness and dizziness.

#### **Precautionary statements**

General

: Read label before use. Keep out of reach of children. If medical advice is needed,

have product container or label at hand.

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. Wear eye or face protection. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Take precautionary measures against static discharge. Keep container tightly closed. Use only outdoors or in a well-ventilated area. Avoid breathing vapor. Wash hands thoroughly after handling.

Response

: IF exposed or concerned: Get medical attention. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or

physician if you feel unwell. IF ON SKIN (or hair): Take off immediately all

contaminated clothing. Rinse skin with water or shower. IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing. If skin irritation occurs: Get medical attention. In case of fire: Use CO2, dry chemical or foam for extinction.

Storage

: Store in a well-ventilated place. Keep cool.

Date of issue/Date of revision : 5/28/2015. Date of previous issue : 5/28/2015. Version : 1 1/13

## Section 2. Hazards identification

**Disposal** 

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

Hazards not otherwise

: None known.

classified

# Section 3. Composition/information on ingredients

Substance/mixture

: Mixture

Other means of

: SB750055111

identification

#### CAS number/other identifiers

**CAS** number

: Not applicable.

**Product code** 

: Not available.

Ingredient name	%	CAS number
Distillates (petroleum), hydrotreated light octamethylcyclotetrasiloxane Solvent naphtha (petroleum), light arom.	≥25 - <50 ≥10 - <25 ≥1 - <3	64742-47-8 556-67-2 64742-95-6

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

## Section 4. First aid measures

#### Description of necessary first aid measures

Eye contact

: Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.

Inhalation

: Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If necessary, call a poison center or physician. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Skin contact

: Wash contaminated skin with soap and water. Remove contaminated clothing and shoes. Continue to rinse for at least 10 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Ingestion

: Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Get medical attention. If necessary, call a poison center or physician. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt

or waistband.

#### Most important symptoms/effects, acute and delayed

#### Potential acute health effects

Eye contact

: No known significant effects or critical hazards.

Inhalation

: Can cause central nervous system (CNS) depression. May cause drowsiness and

dizziness.

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#### Section 4. First aid measures

Skin contact

: Causes skin irritation.

Ingestion

: Can cause central nervous system (CNS) depression.

#### Over-exposure signs/symptoms

**Eve contact** 

: Adverse symptoms may include the following:

pain or irritation

watering redness

Inhalation

: Adverse symptoms may include the following:

nausea or vomiting

headache

drowsiness/fatigue dizziness/vertigo unconsciousness reduced fetal weight increase in fetal deaths skeletal malformations

Skin contact

: Adverse symptoms may include the following:

irritation redness

reduced fetal weight increase in fetal deaths skeletal malformations

Ingestion

Adverse symptoms may include the following:

reduced fetal weight increase in fetal deaths skeletal malformations

#### Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician

: Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

Specific treatments

: No specific treatment.

**Protection of first-aiders** 

: No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to

give mouth-to-mouth resuscitation.

#### See toxicological information (Section 11)

## Section 5. Fire-fighting measures

#### Extinguishing media

Suitable extinguishing

: Use dry chemical, CO2, water spray (fog) or foam.

media

Unsuitable extinguishing

media

: Do not use water jet.

Specific hazards arising from the chemical

: Flammable liquid and vapor. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. Runoff to sewer may

create fire or explosion hazard.

**Hazardous thermal** decomposition products : Decomposition products may include the following materials:

carbon dioxide carbon monoxide metal oxide/oxides

Special protective actions for fire-fighters

: Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

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# Section 5. Fire-fighting measures

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

# Section 6. Accidental release measures

### Personal precautions, protective equipment and emergency procedures

For non-emergency personnel

: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders: If specialised clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For nonemergency personnel".

**Environmental precautions** 

: Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

#### Methods and materials for containment and cleaning up

Small spill

: Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill

: Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

# Section 7. Handling and storage

#### Precautions for safe handling

Protective measures

: Put on appropriate personal protective equipment (see Section 8). Avoid exposure obtain special instructions before use. Avoid exposure during pregnancy. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not ingest. Avoid breathing vapor or mist. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

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# Section 7. Handling and storage

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including any incompatibilities

Conditions for safe storage, : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

# Section 8. Exposure controls/personal protection

#### Control parameters

#### Occupational exposure limits

Ingredient name	Exposure limits
Distillates (petroleum), hydrotreated light	ACGIH TLV (United States, 4/2014).  Absorbed through skin.  TWA: 200 mg/m³, (as total hydrocarbon vapor) 8 hours.

#### Appropriate engineering controls

: Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

#### **Environmental exposure** controls

: Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

#### Individual protection measures

Hygiene measures

: Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection

: Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles.

#### Skin protection

Hand protection

: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

**Body protection** 

: Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear antistatic protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.

Other skin protection

: Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection

: Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

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# Section 9. Physical and chemical properties

**Appearance** 

Physical state

: Liquid.

Color

: Not available.

Odor

: Not available.

**Odor threshold** 

: Not available.

Hq

: Not applicable.

Melting point

: Not available.

Boiling point

: 161 to 198°C (321.8 to 388.4°F)

Flash point

: Closed cup: 46°C (114.8°F) [Setaflash.]

**Evaporation rate** 

: Not available.

Flammability (solid, gas)

Lower and upper explosive

: Not available. : Lower: 0.75%

(flammable) limits

Upper: 7.4%

Vapor pressure

: Not available.

Vapor density

: Not available.

vapor density

: Not ava

Relative density

: 0.91

Solubility

: Insoluble in the following materials: cold water and hot water.

Solubility in water

: 0 g/l

Partition coefficient: n-

: Not available.

octanol/water

Auto-ignition temperature : 260

: 260 to 400°C (500 to 752°F)

Decomposition temperature

: Not available.

Viscosity

: Not available.

# Section 10. Stability and reactivity

Reactivity

: No specific test data related to reactivity available for this product or its ingredients.

**Chemical stability** 

: The product is stable.

Possibility of hazardous

reactions

: Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid

: Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld,

braze, solder, drill, grind or expose containers to heat or sources of ignition.

Incompatible materials

: Reactive or incompatible with the following materials:

oxidizing materials

Hazardous decomposition

products

: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

# **Section 11. Toxicological information**

#### Information on toxicological effects

#### **Acute toxicity**

Product/ingredient name	Result	Species	Dose	Exposure
octamethylcyclotetrasiloxane Solvent naphtha (petroleum),	LC50 Inhalation Vapor LD50 Dermal LD50 Oral LD50 Dermal	Rat Rat Rat Rabbit	36 g/m³ 1770 mg/kg 1540 mg/kg >2000 mg/kg	4 hours - -
light arom.	LD50 Oral	Rat	8400 mg/kg	-

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# Section 11. Toxicological information

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Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
	Eyes - Mild irritant	Rabbit	-	24 hours 500 milligrams	-
	Skin - Mild irritant	Rabbit	-	24 hours 500 milligrams	-
Solvent naphtha (petroleum), light arom.	Eyes - Mild irritant	Rabbit	-	24 hours 100 microliters	-

#### **Sensitization**

Not available.

#### **Mutagenicity**

Not available.

#### Carcinogenicity

Not available.

#### Reproductive toxicity

Not available.

#### **Teratogenicity**

Not available.

Specific target organ toxicity (single exposure)

Name		Route of exposure	Target organs
Distillates (petroleum), hydrotreated light	Category 3	Not applicable.	Narcotic effects

### Specific target organ toxicity (repeated exposure)

Not available.

**Aspiration hazard** 

Name	Result
Distillates (petroleum), hydrotreated light Solvent naphtha (petroleum), light arom.	ASPIRATION HAZARD - Category 1 ASPIRATION HAZARD - Category 1

Information on the likely

: Not available.

routes of exposure

#### Potential acute health effects

**Eve contact** 

: No known significant effects or critical hazards.

Inhalation

: Can cause central nervous system (CNS) depression. May cause drowsiness and

dizziness.

Skin contact

: Causes skin irritation.

Ingestion

: Can cause central nervous system (CNS) depression.

# Symptoms related to the physical, chemical and toxicological characteristics

Eye contact

: Adverse symptoms may include the following:

pain or irritation watering redness

# Section 11. Toxicological information

Inhalation

: Adverse symptoms may include the following:

nausea or vomiting

headache

drowsiness/fatigue dizziness/vertigo unconsciousness reduced fetal weight increase in fetal deaths skeletal malformations

Skin contact

: Adverse symptoms may include the following:

irritation redness

reduced fetal weight increase in fetal deaths skeletal malformations

Ingestion

: Adverse symptoms may include the following:

reduced fetal weight increase in fetal deaths skeletal malformations

# Delayed and immediate effects and also chronic effects from short and long term exposure

#### Short term exposure

Potential immediate

: Not available.

effects

Potential delayed effects

: Not available.

Long term exposure

Potential immediate

: Not available.

effects

Potential delayed effects

: Not available.

#### Potential chronic health effects

Not available.

General

: No known significant effects or critical hazards.

Carcinogenicity

No known significant effects or critical hazards.No known significant effects or critical hazards.

Mutagenicity Teratogenicity

: No known significant effects or critical hazards.

**Developmental effects** 

: No known significant effects or critical hazards.

Fertility effects

: Suspected of damaging fertility.

#### Numerical measures of toxicity

#### **Acute toxicity estimates**

Not available.

# Section 12. Ecological information

#### **Toxicity**

Product/ingredient name	Result	Species	Exposure
•	Acute LC50 2200 µg/l Fresh water	Fish - Lepomis macrochirus	4 days
hydrotreated light octamethylcyclotetrasiloxane	Chronic NOEC 1.7 to 15 μg/l Fresh water Chronic NOEC 4.4 μg/l Fresh water	Daphnia - Daphnia magna Fish - Oncorhynchus mykiss - Egg	21 days 93 days

# Section 12. Ecological information

#### Persistence and degradability

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Not available.

#### Bioaccumulative potential

Divaccultulative potential			
Product/ingredient name	LogP <sub>ow</sub>	BCF	Potential
octamethylcyclotetrasiloxane Solvent naphtha (petroleum),	6.488	13400 10 to 2500	high high
light arom.			

#### **Mobility in soil**

Soil/water partition coefficient (Koc)

: Not available.

Other adverse effects

: No known significant effects or critical hazards.

# Section 13. Disposal considerations

#### **Disposal methods**

: The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

# Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	ADR/RID	IMDG	IATA
UN number	UN1263	UN1263	UN1263	UN1263	UN1263	UN1263
UN proper shipping name	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
Transport hazard class(es)	3	3	3	3	3	3
	•			<b>\$2</b>	111	111
Packing group	111	III	111	111		
Environmental hazards	No.	No.	No.	Yes.	Yes.	No.
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			-f-reviews issue	· 5/28/2015	Versio	n :1

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Bona Sport Seal 350 **Section 14. Transport information** The marine The This product Additional environmentally pollutant mark environmentally may be reinformation hazardous is not required hazardous classified as substance when substance "Combustible transported in mark may mark is not Liquid." unless appear if sizes of ≤5 L or required when transported by required by transported in ≤5 kg. vessel or other sizes of ≤5 L or aircraft. Nontransportation ≤5 kg. bulk packages regulations. (less than or Special equal to 119 provisions gal) of 640 (E) combustible liquids are not **Tunnel code** regulated as

1. 11901111

Special precautions for user : Transport within user's premises: always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the

(D/E)

event of an accident or spillage.

Transport in bulk according : Not available.

to Annex II of MARPOL 73/78 and the IBC Code

# Section 15. Regulatory information

hazardous materials.

**U.S. Federal regulations** 

: TSCA 4(a) final test rules: nonane

TSCA 8(a) PAIR: octamethylcyclotetrasiloxane; nonane TSCA 8(a) CDR Exempt/Partial exemption: Not determined

All components are listed or exempted. Clean Water Act (CWA) 307: ethylbenzene Clean Water Act (CWA) 311: ethylbenzene

Clean Air Act Section 112

: Not listed

(b) Hazardous Air Pollutants (HAPs)

Clean Air Act Section 602

: Not listed

**Class I Substances** 

Clean Air Act Section 602 Class II Substances

: Not listed

**DEA List I Chemicals** 

: Not listed

(Precursor Chemicals) **DEA List II Chemicals** 

(Essential Chemicals)

: Not listed

**SARA 302/304** 

#### Composition/information on ingredients

No products were found.

SARA 304 RQ

: Not applicable.

**SARA 311/312** 

Classification

: Fire hazard

Immediate (acute) health hazard Delayed (chronic) health hazard

Composition/information on ingredients

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# Section 15. Regulatory information

Name	%	Fire hazard	Sudden release of pressure	Reactive	Immediate (acute) health hazard	Delayed (chronic) health hazard
Distillates (petroleum),	≥25 - <50	Yes.	No.	No.	Yes.	No.
hydrotreated light octamethylcyclotetrasiloxane	≥10 - <25	Yes.	No.	No.	No.	Yes.

#### State regulations

**Massachusetts** 

: None of the components are listed.

**New York** 

: None of the components are listed.

**New Jersey** 

: None of the components are listed.

Pennsylvania

: None of the components are listed.

California Prop. 65

WARNING: This product contains less than 0.1% of a chemical known to the State of California to cause cancer.

Ingredient name	Cancer	Reproductive	No significant risk level	Maximum acceptable dosage level
ethylbenzene	Yes.	No.	41 μg/day (ingestion) 54 μg/day (inhalation)	No.

#### International regulations

### Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

#### Montreal Protocol (Annexes A, B, C, E)

Not listed.

#### Stockholm Convention on Persistent Organic Pollutants

Not listed.

#### Rotterdam Convention on Prior Inform Consent (PIC)

Not listed.

#### **UNECE Aarhus Protocol on POPs and Heavy Metals**

Not listed.

#### **International lists**

#### **National inventory**

**Australia** 

: Not determined.

Canada

: All components are listed or exempted.

China

: Not determined. : Not determined.

Europe

Japan

: Not determined.

Malaysia

: Not determined.

: Not determined.

**New Zealand Philippines** 

: Not determined.

Republic of Korea

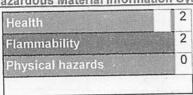
: Not determined.

**Taiwan** 

: Not determined.

# Section 16. Other information

Hazardous Material Information System (U.S.A.)



Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks Although HMIS® ratings are not required on SDSs under 29 CFR 1910. 1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

The customer is responsible for determining the PPE code for this material.

## National Fire Protection Association (U.S.A.)



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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

## Procedure used to derive the classification

Classification	Justification	
Flam. Liq. 3, H226 Skin Irrit. 2, H315 Repr. 2, H361 (Fertility) STOT SE 3, H336	On basis of test data Calculation method Calculation method Calculation method	

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Key to abbreviations

: ATE = Acute Toxicity Estimate BCF = Bioconcentration Factor

GHS = Globally Harmonized System of Classification and Labelling of Chemicals

IATA = International Air Transport Association

IBC = Intermediate Bulk Container

IMDG = International Maritime Dangerous Goods

LogPow = logarithm of the octanol/water partition coefficient

MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships,

1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)

UN = United Nations

References

: Not available.

Indicates information that has changed from previously issued version.

Notice to reader

# Section 16. Other information

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

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# **Technical Data Sheet**

Bona Sport® Poly 350 is a premium quality, oil-modified polyurethane developed specifically for the wood sport floor market. Bona Sport Poly 350 is low VOC and provides an extremely tough, high build gloss finish with excellent chemical resistance, protecting against perspiration and routine cleaning. Bona Sport Poly 350 is specially formulated to meet all federal and state clean air quality standards.

- · High solids, oil-modified polyurethane
- Provides a tough protective coat
- Provides excellent chemical resistance
- Protects against perspiration and routine cleaning
- Light amber color enhances natural color of wood
- MFMA approved
- Easy to maintain
- Available in gloss
- Will adhere to most solvent-based and waterborne finishes after proper preparation, drying, and curing times

#### Technical data

#### Physical Characteristics:

Ingredients - Oil-modified polyurethane resin, mineral spirits (solvent), driers.

Color - Amber Solids - 52-55%

Viscosity - (#4 Ford cup @ 25° C) approx, 22-26 seconds

Density - 7.6 lbs./gallon (.91 S.G.)

US Regulatory VOC - 350 g/L

Gloss Level (60°) - 90+

Odor - Mineral spirits

Stability - Two-year shelf life in unopened container

Flash Point - 104°F (40°C)

Packaging - 5-gallon pail

#### Application Characteristics:

Clarity - Clear when dry

Leveling - Good

Defoaming - Excellent

Drying Time - 18-24 hours (based on recommended coverage rate, under ideal conditions)

Application Tools - Brush, lambswool applicator, heavyweight t-bar and Bona Floor Coater Sleeve

Coverage - 600-650 square feet per gallon

Percent Cured After 24 Hours - 50%

Maximum Cure - 2 weeks

#### Recommended Use

- Basketball courts
- Multi-purpose gym, stage, aerobic, dance and yoga floors
- Volleyball courts
- Racquetball, squash and badminton courts

#### Directions

BEFORE USING, READ ALL DIRECTIONS AND SAFETY DATA SHEETS. KEEP OUT OF REACH OF CHILDREN.

FOR TECHNICAL ADVICE: Call Bona US at 800-872-5515

COMPATIBILITY: Bona Sport Poly 350 is not recommended over shellac, lacquer sanding sealers, fillers or stains containing stearates. Oil-modified finishes will have a slight ambering effect over light-colored surfaces. Bona Sport Poly 350 will adhere to most finishes after proper preparation and dry times. ALWAYS PREPARE A SAMPLE OR TEST AREA TO DETERMINE COMPATIBILITY, APPEARANCE AND DESIRED RESULTS.

SANDING AND PREPARATION OF NEW FLOORS: 1. Sand and prepare floor using MFMA-accepted methods. 2. Make your final cut with 100-120-grit paper. Screen with 100-grit or 120-grit screen or use a Bona Multidisc and 80-grit or 120-grit Bona Diamond abrasives. 3. Vacuum thoroughly. 4. Tack thoroughly with mineral spirits, a slightly damp Bona SuperCourt® Microfiber Wet Tacking Pad, or a dry Bona SuperCourt Microfiber Tacking Pad. 5. Apply sealer and finish system (see finish directions).

# EXHIBIT - P-1!







# Bona Sport® Poly 350 Technical Data Sheet

The BONA SPORT POLY 350 FINISH SYSTEM: Bona Sport Poly 350 is a 3-coat system: 1 coat of a Bona Sport® Sealer (follow sealer directions), Bona CourtLines® paint or Bona SuperSport Paint®, and 2 coats of Bona Sport Poly 350.

RECOMMENDED APPLICATORS: Brush, lambswool applicator, heavyweight t-bar and Bona Floor Coater Sleeve.

NOTE: Use a clean applicator for the sealer and a separate clean applicator for finish.

MIXING INSTRUCTIONS: Remove lid and stir thoroughly before use. DO NOT THIN.

FINISHING: 1. Pour a 4"-6" wide line of finish along the starting wall. Go with the grain of the wood, applying a thin, uniform coat. 2. Using a Bona Floor Coater Sleeve on a heavyweight t-bar, draw the applicator forward, with the grain of the wood, moving the finish toward the opposite wall. Hold the applicator at a "snowplow" angle. 3. Avoid leaving puddles or excessive amounts of finish on the floor. 5. BE SURE YOU ARE USING THE RECOMMENDED COVERAGE OF 600-650 SQUARE FEET PER GALLON. 5. Allow first coat to dry thoroughly (approximately 18-24 hours). High humidity and/or low temperature conditions will extend the dry time (recommended conditions of 65-80°F/40-60% relative humidity). 6. For proper adhesion, abrade between all coats of finish. 7. Allow final coat to dry at least 72 hours before use.

INTERCOAT ABRASION FOR FLOORS WITH GAMELINES: See sealer instructions for proper sequence of sealer, gamelines and finish coats. Before applying gamelines, abrade using 180 or 240-grit Bona Diamond abrasives mounted on 1-2 Bona Conditioning Pads. Vacuum and tack thoroughly. Note: If paint will not be applied within 24 hours, the floor must be re-abraded to ensure proper adhesion. Apply gamelines using Bona CourtLines paint or Bona SuperSport Paint according to label instructions. If using another manufacturer's paint, before applying gamelines, always prepare a sample or test area to determine compatibility and adhesion. Always abrade properly dried Bona CourtLines paint or Bona SuperSport Paint using double-stacked Bona Conditioning Pads. Always vacuum and tack thoroughly after abrading. Apply finish coat within 24 hours.

INTERCOAT ABRASION FOR FLOORS WITHOUT GAMELINES: Abrade between all oil-modified sealer and finish coats using 180 or 240-grit Bona Diamond abrasives mounted on 1-2 Bona Conditioning Pads. As an alternative when abrading between coats of finish, use a Bona Multidisc with 180 or 240-grit Bona Diamond abrasives. Always vacuum and tack thoroughly after abrading. Apply finish coat within 24 hours.

CURING: The curing process takes approximately 14 days. The floor may be walked on after 24 hours, but remains susceptible to scuffing or marring until completely cured. Do not replace athletic mats or area rugs until the floor has fully cured. No wet cleaning during the first week, only dry dust with a Bona SuperCourt Microfiber Dusting Pad. (Do not use dry dust mop treatment chemicals on wooden floors.)

RECOATING: Be sure floor is free from wax, polish and oily residues. Always test for compatibility. Follow the Bona Prep™ system, and apply 1-2 coats of Bona Sport Poly 350. A second option is to use an auto scrubber and Bona SuperCourt Microfiber Scrubbing Pads, and Bona SuperCourt Cleaner to clean the floor. Abrade the floor with a Bona Multidisc and 180-grit Bona Diamond abrasives. Dry tack with a Bona SuperCourt Microfiber Dusting Pad. Clean floor with the auto scrubber. Wet tack. Finish with 1-2 coats of Bona Sport Poly 350.

DANGER: RAGS, STEEL WOOL OR WASTE SOAKED WITH BONA ALL COURT MAY SPONTANEOUSLY CATCH FIRE IF IMPROPERLY DISCARDED. IMMEDIATELY AFTER EACH USE, PLACE RAGS, STEEL WOOL OR WASTE IN A SEALED, WATER-FILLED METAL CONTAINER.

#### Maintenance

CLEAN-UP: Clean application tools and equipment with mineral spirits.

STORAGE: Store at room temperature. Keep container closed when not in use. Do not store above 100° F (38° C). Do not transfer contents to other containers for storage and disposal. In case of spillage, absorb with inert material. Dispose of contaminated absorbent, container and unused contents in accordance with local, state and federal regulations.

MAINTENANCE: Place walk-off mats at all entrance doorways to keep out excessive dirt and grit. For best results, see Bona SuperCourt® Athletic Floor Care System products for optimal wood floor care.

#### Order Information

Item #

Size

No./Case

ST750055155 5 Gallons

1

# EXHIBIT - F-15







# SAFETY DATA SHEET

EXHIBIT - F-11

**Bona Sport Poly 350** 

#### Section 1. Identification

**GHS** product identifier

: Bona Sport Poly 350

Other means of

: ST750055155

identification

**Product type** 

: Liquid.

#### Relevant identified uses of the substance or mixture and uses advised against

Not applicable.

Supplier's details

: BonaKemi USA, Inc.(dba Bona US) 2550 S. Parker Road, Suite 600

Aurora, CO 80014 USA

(303) 371-1411

**Emergency telephone** number (with hours of

operation)

: 24 Hour Emergency Number: call CHEMTREC: US - 1-800-424-9300, International -

1-703-527-3887

## Section 2. Hazards identification

OSHA/HCS status

: This material is considered hazardous by the OSHA Hazard Communication Standard

(29 CFR 1910.1200).

Classification of the substance or mixture : FLAMMABLE LIQUIDS - Category 3

SKIN CORROSION/IRRITATION - Category 2

TOXIC TO REPRODUCTION (Fertility) - Category 2

SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) -

Category 3

#### **GHS label elements**

Hazard pictograms







Signal word

: Warning

**Hazard statements** 

Flammable liquid and vapor.

Causes skin irritation.

Suspected of damaging fertility. May cause drowsiness and dizziness.

#### **Precautionary statements**

General

: Read label before use. Keep out of reach of children. If medical advice is needed,

have product container or label at hand.

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. Wear eye or face protection. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Take precautionary measures against static discharge. Keep container tightly closed. Use only outdoors or in a well-ventilated area. Avoid breathing vapor. Wash hands thoroughly after handling.

Response

: IF exposed or concerned: Get medical attention. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or

physician if you feel unwell. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing. If skin irritation occurs: Get

medical attention. In case of fire: Use CO2, dry chemical or foam for extinction.

Storage

: Store in a well-ventilated place. Keep cool.



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Bona Sport Poly 350

## Section 2. Hazards identification

Disposal

: Dispose of contents and container in accordance with all local, regional, national and

international regulations.

Hazards not otherwise

classified

: None known.

# Section 3. Composition/information on ingredients

Substance/mixture

: Mixture

Other means of

: ST750055155

identification

#### CAS number/other identifiers

CAS number

: Not applicable.

Product code

: Not available.

Ingredient name	%	CAS number
Distillates (petroleum), hydrotreated light octamethylcyclotetrasiloxane Solvent naphtha (petroleum), light arom.	≥25 - <50 ≥10 - <25 ≥1 - <3	64742-47-8 556-67-2 64742-95-6

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

## Section 4. First aid measures

#### Description of necessary first aid measures

Eve contact

: Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.

Inhalation

: Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If necessary, call a poison center or physician. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Skin contact

: Wash contaminated skin with soap and water. Remove contaminated clothing and shoes. Continue to rinse for at least 10 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Ingestion

: Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that yomit does not enter the lungs. Get medical attention. If necessary, call a poison center or physician. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

#### Most important symptoms/effects, acute and delayed

#### Potential acute health effects

Eye contact

: No known significant effects or critical hazards.

Inhalation

Can cause central nervous system (CNS) depression. May cause drowsiness and

dizziness.

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: 5/25/2015.

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: 4/17/2015.

Version : 1.01

2/13

#### Section 4. First aid measures

Skin contact

: Causes skin irritation.

Ingestion

: Can cause central nervous system (CNS) depression.

#### Over-exposure signs/symptoms

Eye contact

: Adverse symptoms may include the following:

pain or irritation watering redness

Inhalation

: Adverse symptoms may include the following:

nausea or vomiting

headache

drowsiness/fatigue dizziness/vertigo unconsciousness reduced fetal weight increase in fetal deaths skeletal malformations

Skin contact

: Adverse symptoms may include the following:

irritation redness

reduced fetal weight increase in fetal deaths skeletal malformations

Ingestion

: Adverse symptoms may include the following:

reduced fetal weight increase in fetal deaths skeletal malformations

#### Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician

: Treat symptomatically. Contact poison treatment specialist immediately if large

quantities have been ingested or inhaled.

Specific treatments

: No specific treatment.

Protection of first-aiders

: No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to

give mouth-to-mouth resuscitation.

#### See toxicological information (Section 11)

## Section 5. Fire-fighting measures

#### **Extinguishing media**

Suitable extinguishing

: Use dry chemical, CO2, water spray (fog) or foam.

media media

Unsuitable extinguishing

: Do not use water jet.

Specific hazards arising

from the chemical

: Flammable liquid and vapor. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. Runoff to sewer may create fire or explosion hazard.

Hazardous thermal decomposition products

: Decomposition products may include the following materials:

carbon dioxide carbon monoxide metal oxide/oxides

Special protective actions for fire-fighters

: Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

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# Section 5. Fire-fighting measures

Special protective equipment for fire-fighters

: Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

## Section 6. Accidental release measures

#### Personal precautions, protective equipment and emergency procedures

For non-emergency personnel

: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders:

If specialised clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

**Environmental precautions** 

 Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

#### Methods and materials for containment and cleaning up

Small spill

: Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill

: Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

# Section 7. Handling and storage

#### Precautions for safe handling

Protective measures

: Put on appropriate personal protective equipment (see Section 8). Avoid exposure - obtain special instructions before use. Avoid exposure during pregnancy. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not ingest. Avoid breathing vapor or mist. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

Advice on general occupational hygiene

: Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

# Section 9. Physical and chemical properties

#### **Appearance**

Physical state

: Liquid.

Color Odor : Not available. : Not available.

Odor threshold

: Not available.

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: Not applicable.

**Melting** point

: Not available.

**Boiling point** 

: 161 to 198°C (321.8 to 388.4°F)

Flash point

: Closed cup: 46°C (114.8°F) [Setaflash.]

Evaporation rate Flammability (solid, gas)

: Not available.: Not available.

Lower and upper explosive

: Lower: 0.75%

(flammable) limits

Upper: 7.4%

Vapor pressure

: Not available.

Vapor density

: Not available.

Relative density

: 0.91

Solubility

: Insoluble in the following materials: cold water and hot water.

Solubility in water

: 0 a/l

Partition coefficient: n-

octanol/water

: Not available.

Auto-ignition temperature

: 260 to 400°C (500 to 752°F)

**Decomposition temperature** 

: Not available.

Viscosity

: Not available.

# Section 10. Stability and reactivity

Reactivity

: No specific test data related to reactivity available for this product or its ingredients.

**Chemical stability** 

: The product is stable.

Possibility of hazardous

reactions

: Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid

: Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition.

Incompatible materials

: Reactive or incompatible with the following materials:

oxidizing materials

Hazardous decomposition products

: Under normal conditions of storage and use, hazardous decomposition products should

lucts not be produced.

# Section 11. Toxicological information

#### Information on toxicological effects

#### **Acute toxicity**

Product/ingredient name	Result	Species	Dose	Exposure
octamethylcyclotetrasiloxane	LC50 Inhalation Vapor	Rat	36 g/m³	4 hours
	LD50 Dermal	Rat	1770 mg/kg	<u>-</u>
	LD50 Oral	Rat	1540 mg/kg	<b> -</b>
Solvent naphtha (petroleum), light arom.	LD50 Dermal	Rabbit	>2000 mg/kg	-
g 0.0	LD50 Oral	Rat	8400 mg/kg	<b>\</b> -

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# Section 7. Handling and storage

including any incompatibilities

Conditions for safe storage, : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

# Section 8. Exposure controls/personal protection

#### **Control parameters**

#### Occupational exposure limits

Ingredient name	Exposure limits
Distillates (petroleum), hydrotreated light	ACGIH TLV (United States, 4/2014).  Absorbed through skin.  TWA: 200 mg/m³, (as total hydrocarbon vapor) 8 hours.

#### Appropriate engineering controls

: Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

#### **Environmental exposure** controls

Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

#### Individual protection measures

Hygiene measures

: Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eve/face protection

: Safety evewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles.

#### Skin protection

**Hand protection** 

: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

**Body protection** 

Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear antistatic protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.

Other skin protection

: Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection

: Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

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# Section 11. Toxicological information

#### Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
octamethylcyclotetrasiloxane	Eyes - Mild irritant	Rabbit	-	24 hours 500 milligrams	-
	Skin - Mild irritant	Rabbit	-	24 hours 500 milligrams	-
Solvent naphtha (petroleum), light arom.	Eyes - Mild irritant	Rabbit	-	24 hours 100 microliters	-

#### Sensitization

Not available.

#### Mutagenicity

Not available.

#### Carcinogenicity

Not available.

#### Reproductive toxicity

Not available.

#### **Teratogenicity**

Not available.

#### Specific target organ toxicity (single exposure)

Name	1	Route of exposure	Target organs
Distillates (petroleum), hydrotreated light	Category 3	Not applicable.	Narcotic effects

#### Specific target organ toxicity (repeated exposure)

Not available.

#### **Aspiration hazard**

Name	Result
	ASPIRATION HAZARD - Category 1 ASPIRATION HAZARD - Category 1

Information on the likely

routes of exposure

: Not available.

Potential acute health effects

Eye contact

: No known significant effects or critical hazards.

Inhalation

: Can cause central nervous system (CNS) depression. May cause drowsiness and

dizziness.

Skin contact

: Causes skin irritation.

Ingestion

: Can cause central nervous system (CNS) depression.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact

: Adverse symptoms may include the following:

pain or irritation

watering redness

## Section 11. Toxicological information

Inhalation

: Adverse symptoms may include the following:

nausea or vomiting

headache

drowsiness/fatigue dizziness/vertigo unconsciousness reduced fetal weight increase in fetal deaths skeletal malformations

Skin contact

: Adverse symptoms may include the following:

irritation redness

reduced fetal weight increase in fetal deaths skeletal malformations

Ingestion

: Adverse symptoms may include the following:

reduced fetal weight increase in fetal deaths skeletal malformations

#### Delayed and immediate effects and also chronic effects from short and long term exposure

**Short term exposure** 

Potential immediate

: Not available.

effects

Potential delayed effects

: Not available.

Long term exposure

Potential immediate

: Not available.

effects

Potential delayed effects

: Not available.

#### Potential chronic health effects

Not available.

General

: No known significant effects or critical hazards.

Carcinogenicity

No known significant effects or critical hazards.No known significant effects or critical hazards.

Mutagenicity Teratogenicity

: No known significant effects or critical hazards.

Developmental effects

: No known significant effects or critical hazards.

**Fertility effects** 

: Suspected of damaging fertility.

#### **Numerical measures of toxicity**

#### **Acute toxicity estimates**

Not available.

# Section 12. Ecological information

#### **Toxicity**

Product/ingredient name	Result '	Species	Exposure
Distillates (petroleum), hydrotreated light	Acute LC50 2200 µg/l Fresh water	Fish - Lepomis macrochirus	4 days
octamethylcyclotetrasiloxane	Chronic NOEC 1.7 to 15 µg/l Fresh water Chronic NOEC 4.4 µg/l Fresh water	Daphnia - Daphnia magna Fish - Oncorhynchus mykiss - Egg	21 days 93 days

# Section 12. Ecological information

#### Persistence and degradability

Not available.

#### **Bioaccumulative potential**

Product/ingredient name	LogPow	BCF	Potential
octamethylcyclotetrasiloxane Solvent naphtha (petroleum), light arom.	6.488	13400 10 to 2500	high high

#### Mobility in soil

Soil/water partition coefficient (Koc)

: Not available.

Other adverse effects

: No known significant effects or critical hazards.

## Section 13. Disposal considerations

**Disposal methods** 

: The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

# **Section 14. Transport information**

	DOT Classification	TDG Classification	Mexico Classification	ADR/RID	IMDG	IATA
UN number	UN1263	UN1263	UN1263	UN1263	UN1263	UN1263
UN proper shipping name	PAINT	PAINT	PAINT	PAINT	PAINT	PAINT
Transport hazard class(es)	3	3	3	3 \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	3	3
Packing group	III	111	III	111	III	111
Environmental hazards	No.	No.	No.	Yes.	Yes.	No.

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Bona Sport Poly 350 Section 14. Transport information Additional This product The The marine The information may be reenvironmentally pollutant mark environmentally classified as hazardous is not required hazardous "Combustible substance when substance Liquid," unless mark is not transported in mark may transported by required when sizes of ≤5 L or appear if required by vessel or transported in ≤5 kg. aircraft. Nonsizes of ≤5 L or other transportation bulk packages ≤5 kg. regulations. (less than or equal to 119 **Special** gal) of provisions combustible 640 (E) liquids are not

Special precautions for user : Transport within user's premises: always transport in closed containers that are

(D/E)

upright and secure. Ensure that persons transporting the product know what to do in the

**Tunnel code** 

event of an accident or spillage.

Transport in bulk according: Not available.

to Annex II of MARPOL 73/78 and the IBC Code

## Section 15. Regulatory information

regulated as

hazardous

materials.

U.S. Federal regulations

: TSCA 4(a) final test rules: nonane

TSCA 8(a) PAIR: octamethylcyclotetrasiloxane; nonane TSCA 8(a) CDR Exempt/Partial exemption: Not determined

All components are listed or exempted. Clean Water Act (CWA) 307: ethylbenzene Clean Water Act (CWA) 311: ethylbenzene

Clean Air Act Section 112

(b) Hazardous Air Pollutants (HAPs) : Not listed

Clean Air Act Section 602 Class I Substances

: Not listed

Clean Air Act Section 602

Class II Substances

: Not listed

**DEA List I Chemicals** 

(Precursor Chemicals)

: Not listed

**DEA List II Chemicals** 

: Not listed

(Essential Chemicals)

#### **SARA 302/304**

#### Composition/information on ingredients

No products were found.

**SARA 304 RQ** 

: Not applicable.

**SARA 311/312** 

Classification

: Fire hazard

Immediate (acute) health hazard Delayed (chronic) health hazard

#### Composition/information on ingredients

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# **Section 15. Regulatory information**

Name	%	Fire hazard	Sudden release of pressure	Reactive	Immediate (acute) health hazard	Delayed (chronic) health hazard
Distillates (petroleum), hydrotreated light	≥25 - <50	Yes.	No.	No.	Yes.	No.
octamethylcyclotetrasiloxane	≥10 - <25	Yes.	No.	No.	No.	Yes.

#### State regulations

Massachusetts

: None of the components are listed.

**New York** 

None of the components are listed.None of the components are listed.

New Jersey Pennsylvania

: None of the components are listed.

California Prop. 65

WARNING: This product contains less than 0.1% of a chemical known to the State of California to cause cancer.

Ingredient name	Cancer	Reproductive		Maximum acceptable dosage level
ethylbenzene	Yes.		41 μg/day (ingestion) 54 μg/day (inhalation)	No.

#### International regulations

#### Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

#### Montreal Protocol (Annexes A, B, C, E)

Not listed.

#### Stockholm Convention on Persistent Organic Pollutants

Not listed.

#### Rotterdam Convention on Prior Inform Consent (PIC)

Not listed.

#### **UNECE Aarhus Protocol on POPs and Heavy Metals**

Not listed.

#### International lists

#### **National inventory**

Australia

: Not determined.

Canada

: All components are listed or exempted.

China Europe

Japan

: Not determined.: Not determined.: Not determined.

Malaysia New Zealand : Not determined. : Not determined.

Philippines
Republic of Korea

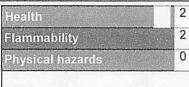
: Not determined. : Not determined.

Taiwan

: Not determined.

## Section 16. Other information

Hazardous Material Information System (U.S.A.)



Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks Although HMIS® ratings are not required on SDSs under 29 CFR 1910. 1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

The customer is responsible for determining the PPE code for this material.

National Fire Protection Association (U.S.A.)



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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

#### Procedure used to derive the classification

Classification	Justification		
Flam. Liq. 3, H226 Skin Irrit. 2, H315 Repr. 2, H361 (Fertility) STOT SE 3, H336	On basis of test data Calculation method Calculation method Calculation method		

#### History

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Key to abbreviations

: ATE = Acute Toxicity Estimate BCF = Bioconcentration Factor

GHS = Globally Harmonized System of Classification and Labelling of Chemicals

IATA = International Air Transport Association

IBC = Intermediate Bulk Container

IMDG = International Maritime Dangerous Goods

LogPow = logarithm of the octanol/water partition coefficient

MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships.

1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)

UN = United Nations

References

: Not available.

Indicates information that has changed from previously issued version.

Notice to reader

## **Section 16. Other information**

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

## **Technical Data Sheet**

Bona SuperSport Paint® is a fast drying, waterborne gameline paint manufactured specifically for use with both waterborne and oil-modified sport floor sealers and finishes.

- Specifically formulated for sport gamelines, lettering and logos
- Use with Bona waterborne or oil-modified finishes
- 17 vibrant colors including white, blendable for an unlimited possibility of custom colors
- Fast drying with 3 4 hour recoat of finish
- No abrasion needed for adhesion of finish
- VOC compliant
- Very low odor
- Excellent flow and leveling
- Excellent adhesion
- Available in gallons
- GREENGUARD Gold certified for indoor air quality

#### Technical data

#### Physical Characteristics:

Ingredients – Polymer, Water, Dipropylene glycol n butyl ether, Dipropylene glycol monoethyl ether, and Pigments

Base Colors – Yellow, Lt. Yellow, Gold, Orange, Red, Maroon, Black, White, Lt. Blue, Dark Blue, N.C. Blue, Purple, Green, Lt. Green, Grey, Brown, Lt. Beige

Odor – Non-offending low odor
Solids – Colors: 32 - 46%
Density – 8.8-10.2 lbs./gallon
US Regulatory VOC – Does not exceed 150 g/L
Stability – 18-month shelf life in unopened container
Packaging – 1-gallon plastic pails

#### Application Characteristics:

Coverage - 400-500 square feet per gallon

Leveling - Excellent

Drying  $\overline{\text{Time}}$  = 3-4 hours before coating with waterborne finish, 12-16 hours for oil-modified. A second coat of paint can be applied within 30-90 minutes

Application Tools - Bona NanoFlock Roller, 1/4"-nap roller, brush

#### Recommended Use

- Basketball courts
- Multi-purpose gym, stage, aerobic, dance and yoga floors
- Volleyball courts
- · Racquetball, squash and badminton courts

#### Directions

BEFORE USING, READ ALL DIRECTIONS AND SAFETY DATA SHEETS. KEEP OUT OF REACH OF CHILDREN.

FOR TECHNICAL ADVICE: Call Bona US at 800-872-5515

**COMPATIBILITY:** Bona SuperSport Paint will adhere to most finishes and sealers after proper preparation and dry times. ALWAYS PREPARE A SAMPLE OR TEST AREA TO DETERMINE COMPATIBILITY. Bona SuperSport Paint is blendable to achieve any custom color desired. Blending rather than tinting, maintains brightness and application characteristics.

**SANDING AND PREPARATION OF NEW FLOORS:** 1. Sand and prepare floor using MFMA-accepted methods. 2. Make your final cut with 100-120-grit paper. Screen with 100-grit or 120-grit screen or use a Bona MultiDisc and 80-grit or 120-grit Bona Diamond abrasives. 3. Vacuum thoroughly. 4. Tack thoroughly with mineral spirits, a slightly damp Bona Supercourt® Microfiber Wet Tacking Pad, or a dry Bona SuperCourt Microfiber Tacking Pad. 5. Apply sealer and finish system (see finish directions).

THE BONA SUPERSPORT PAINT SYSTEM: See sealer instructions for proper sequence of sealer, gamelines and finish coats.

RECOMMENDED APPLICATORS: Bona NanoFlock Roller, 1/4"-nap roller, brush

NOTE: Use separate, clean roller/brush for each color of paint.

MIXING INSTRUCTIONS: Remove lid and stir thoroughly before use.

EXHIBIT - F-11







## **Technical Data Sheet**

EXELECT O TIBLE X

GAMELINES APPLICATION: See sealer instructions for proper sequence of sealer, gamelines and finish coats. Before applying gamelines, abrade the entire floor using 180 or 240-grit Bona Diamond abrasives mounted on 1-2 Bona Conditioning Pads. Vacuum and tack thoroughly. Note: If paint will not be applied within 24 hours, the floor must be re-abraded to ensure proper adhesion. Tape gamelines according to MFMA specifications. Apply evenly with the grain of the wood, using a Bona NanoFlock Roller, brush or 1/4"-nap roller. Apply a thin coat of paint at a rate of 400-500 square feet per gallon. More than one coat may be needed. Apply second coat once first coat is dry to the touch (30-90 minutes). Allow paint to dry 3-4 hours before coating with finish. When using Bona SuperSport Paint and a Bona waterborne sport finish, there is no need to abrade if coated within 48 hours. If coating with a Bona oil-modified sport finish, allow paint to dry 10-12 hours, then abrade SuperSport Point with 1-2 Bona Conditioning Pads. Vacuum and tack thoroughly. Apply finish coat within 24 hours.

**NOTE:** When working with more than one gallon of the same color, intermix to ensure uniform color. When mixing a custom blend, be sure to mix enough paint for the entire job to ensure uniformity.

Maintenance

CLEAN-UP: Clean application tools and equipment with water.

STORAGE AND DISPOSAL: Store at room temperature. Keep container closed when not in use. Do not store above 100° F (38° C). Do not transfer contents to other containers for storage and disposal. In case of spillage, absorb with inert material. Dispose of contaminated absorbent, container and unused contents in accordance with local, state and federal regulations.

#### Order Information



Light Beige WC660018001 1 Gallon



Black WC660018002 1 Gallon



Dark Blue WC660018003 1 Gallon



Light Blue WC660018004 1 Gallon



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Finishing

Bona

SuperSport Paint

N.C. Blue WC660018005 1 Gallon



Brown WC660018006 1 Gallon



Gold WC660018007 1 Gallon



**Gray** WC660018008 1 Gallon



Green WC660018009 1 Gallon



Light Green WC660018010 1 Gallon



Maroon WC660018011 1 Gallon



Orange WC660018012 1 Gallon



Purple WC660018013



Red WC660018014 1 Gallon





Yellow WC660018016 1 Gallon



Light Yellow WC660018017 1 Gallon



# SAFETY DATA SHEET

#### **Bona Supersport Paint**

## **Section 1. Identification**

**GHS** product identifier

: Bona Supersport Paint

**Product code** 

: Not available.

Other means of

: WC6600 All Colors

identification

Product type

: Liquid.

#### Relevant identified uses of the substance or mixture and uses advised against

Not applicable.

Supplier's details

: BonaKemi USA, Inc. (dba Bona US) 24 Inverness Place E. Suite #100

Englewood, CO 80112

(303) 371-1411

**Emergency telephone** 

number (with hours of operation)

: 24 Hour Emergency Number: call CHEMTREC: US - 1-800-424-9300, International -

1-703-527-3887

# Section 2. Hazards identification

**OSHA/HCS** status

: While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this SDS contains valuable information critical to the safe handling and proper use of the product. This SDS should be retained and available for employees and other users of this product.

Classification of the substance or mixture : Not classified.

**GHS label elements** 

Signal word

: No signal word.

Hazard statements

: No known significant effects or critical hazards.

Precautionary statements

Prevention Response

: Not applicable. : Not applicable.

Storage

: Not applicable. : Not applicable.

Disposal

: None known.

Hazards not otherwise classified

# Section 3. Composition/information on ingredients

Substance/mixture

: Mixture

Other means of identification

: WC6600 All Colors

Ingredient name	%	CAS number
(2-methoxymethylethoxy)propanol	≤3	34590-94-8

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

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# Section 3. Composition/information on ingredients

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

### Section 4. First aid measures

#### Description of necessary first aid measures

Eye contact : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower

eyelids. Check for and remove any contact lenses. Get medical attention if irritation

occurs.

Inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get

medical attention if symptoms occur.

Skin contact : Flush contaminated skin with plenty of water. Remove contaminated clothing and

shoes. Get medical attention if symptoms occur.

Ingestion : Wash out mouth with water. Remove victim to fresh air and keep at rest in a position

comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Do not induce vomiting unless directed to do so by medical personnel. Get medical attention if symptoms occur.

#### Most important symptoms/effects, acute and delayed

#### Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Inhalation : No known significant effects or critical hazards.

Skin contact : No known significant effects or critical hazards.

Ingestion : No known significant effects or critical hazards.

#### Over-exposure signs/symptoms

Eye contact : No specific data.

Inhalation : No specific data.

Skin contact : No specific data.

Ingestion : No specific data.

#### Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : Treat symptomatically. Contact poison treatment specialist immediately if large

quantities have been ingested or inhaled.

Specific treatments: No specific treatment.

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training.

#### See toxicological information (Section 11)

## Section 5. Fire-fighting measures

#### **Extinguishing media**

Suitable extinguishing

: Use an extinguishing agent suitable for the surrounding fire.

media

Unsuitable extinguishing

: None known.

media

Specific hazards arising

from the chemical

: In a fire or if heated, a pressure increase will occur and the container may burst.

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# Section 5. Fire-fighting measures

Hazardous thermal decomposition products : Decomposition products may include the following materials: carbon dioxide

carbon monoxide

Special protective actions for fire-fighters

: Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

## Section 6. Accidental release measures

#### Personal precautions, protective equipment and emergency procedures

For non-emergency personnel

: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Put on appropriate personal protective equipment.

For emergency responders: If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For nonemergency personnel".

**Environmental precautions** 

: Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

#### Methods and materials for containment and cleaning up

Small spill

: Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill

: Stop leak if without risk. Move containers from spill area. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

## **Section 7. Handling and storage**

#### Precautions for safe handling

**Protective measures** 

: Put on appropriate personal protective equipment (see Section 8).

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

including any incompatibilities

Conditions for safe storage, : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

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# Section 8. Exposure controls/personal protection

#### Control parameters

#### Occupational exposure limits

Ingredient name Exposure limits	
(2-methoxymethylethoxy)propanol	ACGIH TLV (United States, 3/2016).  Absorbed through skin.  TWA: 100 ppm 8 hours.  TWA: 606 mg/m³ 8 hours.  STEL: 150 ppm 15 minutes.  STEL: 909 mg/m³ 15 minutes.  OSHA PEL 1989 (United States, 3/1989).  Absorbed through skin.  TWA: 100 ppm 8 hours.  STEL: 150 ppm 15 minutes.  STEL: 150 ppm 15 minutes.  STEL: 900 mg/m³ 15 minutes.  NIOSH REL (United States, 10/2016).  Absorbed through skin.  TWA: 100 ppm 10 hours.  TWA: 600 mg/m³ 10 hours.  STEL: 150 ppm 15 minutes.  STEL: 150 ppm 15 minutes.  STEL: 900 mg/m³ 15 minutes.  OSHA PEL (United States, 6/2016).  Absorbed through skin.  TWA: 100 ppm 8 hours.  TWA: 100 ppm 8 hours.  TWA: 100 ppm 8 hours.

Appropriate engineering controls

: Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

Environmental exposure controls

: Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

#### Individual protection measures

Hygiene measures

: Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period.

Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection

: Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with sideshields.

Skin protection

Hand protection

: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. > 8 hours (breakthrough time): nitrile rubber

**Body protection** 

: Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before

handling this product.

# Section 8. Exposure controls/personal protection

Other skin protection

: Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection

Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Personal protective equipment (Pictograms)



# Section 9. Physical and chemical properties

: 1 to 1.3

Appearance

Physical state : Liquid.

: Black. Blue. Green. Orange. Red. White. Yellow. Color

: Non-offending. Odor : Not applicable. Odor threshold

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pH : Not applicable. Not applicable. Melting point : 100°C (212°F)

**Boiling** point : Not applicable. Flash point : Not applicable. Evaporation rate : Non-flammable. Flammability (solid, gas) : Not applicable. Lower and upper explosive

(flammable) limits

: Not applicable. Vapor pressure : Not available. Vapor density

Relative density

Solubility

: Soluble in the following materials: cold water and hot water.

· Not available. Solubility in water : Not applicable. Partition coefficient: noctanol/water

Auto-ignition temperature

: Not applicable.

: Not applicable. Decomposition temperature : Dynamic (room temperature): 900 to 1100 mPa·s (900 to 1100 cP) Viscosity

: Not available. Flow time (ISO 2431)

Section 10. Stability and reactivity

: No specific test data related to reactivity available for this product or its ingredients. Reactivity

: The product is stable. Chemical stability

: Under normal conditions of storage and use, hazardous reactions will not occur. Possibility of hazardous reactions

Conditions to avoid : No specific data.

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# Section 10. Stability and reactivity

Incompatible materials

: No specific data.

Hazardous decomposition

products

: Under normal conditions of storage and use, hazardous decomposition products should

not be produced.

# **Section 11. Toxicological information**

#### Information on toxicological effects

#### **Acute toxicity**

Product/ingredient name	Result	Species	Dose	Exposure
(2-methoxymethylethoxy) propanol	LD50 Dermal	Rabbit	9500 mg/kg	-
·	LD50 Oral	Rat	5130 mg/kg	-

#### Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
(2-methoxymethylethoxy) propanol	Eyes - Mild irritant	Human	-	8 milligrams	-
	Eyes - Mild irritant	Rabbit	-	24 hours 500 milligrams	-
	Skin - Mild irritant	Rabbit	-	500 milligrams	-

#### Sensitization

Not available.

#### Mutagenicity

Not available.

#### Carcinogenicity

Not available.

#### Reproductive toxicity

Not available.

#### **Teratogenicity**

Not available.

#### Specific target organ toxicity (single exposure)

Not available.

#### Specific target organ toxicity (repeated exposure)

Not available.

#### **Aspiration hazard**

Not available.

Information on the likely

: Not available.

routes of exposure

#### Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Inhalation : No known significant effects or critical hazards.

: No known significant effects or critical hazards. Skin contact

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# Section 11. Toxicological information

Ingestion

: No known significant effects or critical hazards.

### Symptoms related to the physical, chemical and toxicological characteristics

Eve contact

: No specific data.

Inhalation

: No specific data.

Skin contact

: No specific data.

Ingestion

: No specific data.

#### Delayed and immediate effects and also chronic effects from short and long term exposure

#### Short term exposure

Potential immediate

: Not available.

effects

Potential delayed effects

: Not available.

Long term exposure

Potential immediate

: Not available.

effects

Potential delayed effects

: Not available.

#### Potential chronic health effects

Not available.

General

: No known significant effects or critical hazards.

Carcinogenicity

: No known significant effects or critical hazards.

Mutagenicity

: No known significant effects or critical hazards.

Teratogenicity

No known significant effects or critical hazards.No known significant effects or critical hazards.

Developmental effects
Fertility effects

: No known significant effects or critical hazards.

#### **Numerical measures of toxicity**

#### Acute toxicity estimates

Not available.

# Section 12. Ecological information

#### **Toxicity**

Product/ingredient name	Result	Species	Exposure
(2-methoxymethylethoxy) propanol	Acute EC50 1919 mg/l	Daphnia	48 hours
propanor	Acute LC50 >969 mg/l Acute LC50 >10000 mg/l	Algae Fish	96 hours 96 hours

#### Persistence and degradability

Product/ingredient name	Aquatic half-life	Photolysis	Biodegradability
(2-methoxymethylethoxy)	1-	•	Readily
propanol	1		

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# Section 12. Ecological information

#### Bioaccumulative potential

Product/ingredient name	LogPow	BCF	Potential
(2-methoxymethylethoxy)	0,004	-	low
propanol			}

#### Mobility in soil

Soil/water partition coefficient (Koc)

: Not available.

Other adverse effects

: No known significant effects or critical hazards.

# **Section 13. Disposal considerations**

Disposal methods

: The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and

# **Section 14. Transport information**

	DOT Classification	TDG Classification	Mexico Classification	ADR/RID	IMDG	IATA
UN number	Not regulated.	Not regulated.	Not regulated.	Not regulated.	Not regulated.	Not regulated.
UN proper shipping name	-	<u>.</u>	-	-	-	-
Transport hazard class(es)	-	-	-	-	-	-
Packing group	-	-	-	-	-	-
Environmental hazards	No.	No.	No.	No.	No.	No.
Additional information	•		-	-	-	-

Special precautions for user : Transport within user's premises: always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according: Not available. to Annex II of MARPOL and the IBC Code

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# **Section 15. Regulatory information**

U.S. Federal regulations

: TSCA 8(a) PAIR: 1-(2-butoxy-1-methylethoxy)propan-2-ol; (2-methoxymethylethoxy)

propanol

TSCA 8(a) CDR Exempt/Partial exemption: Not determined

United States inventory (TSCA 8b): All components are listed or exempted.

Clean Air Act Section 112

: Not listed

(b) Hazardous Air Pollutants (HAPs)

Clean Air Act Section 602

: Not listed

Class I Substances

Clean Air Act Section 602

: Not listed

Class II Substances

**DEA List I Chemicals** 

: Not listed

(Precursor Chemicals)

**DEA List II Chemicals** (Essential Chemicals) : Not listed

### Composition/information on ingredients

No products were found.

**SARA 304 RQ** 

: Not applicable.

**SARA 311/312** 

**SARA 302/304** 

Classification

: Not applicable.

#### Composition/information on ingredients

Name	%	Fire hazard	Sudden release of pressure	Reactive	Immediate (acute) health hazard	Delayed (chronic) health hazard
(2-methoxymethylethoxy) propanol	≤3	Yes.	No.	No.	Yes.	No.

#### State regulations

Massachusetts

: The following components are listed: DIPROPYLENE GLYCOL METHYL ETHER

**New York** 

: None of the components are listed.

**New Jersey** 

: The following components are listed: DIPROPYLENE GLYCOL METHYL ETHER;

(2-METHOXYMETHYLETHOXY) PROPANOL

Pennsylvania

: The following components are listed: (2-methoxymethylethoxy)propanol

#### California Prop. 65

This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

#### International regulations

#### Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

#### Montreal Protocol (Annexes A, B, C, E)

Not listed.

#### Stockholm Convention on Persistent Organic Pollutants

Not listed.

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# Section 15. Regulatory information

Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

#### International lists

#### National inventory

Australia

: Not determined.

Canada

: All components are listed or exempted.

China

: Not determined.

Europe

: Not determined.

Japan

Japan inventory (ENCS): Not determined.
 Japan inventory (ISHL): Not determined.

Malaysia

: Not determined.

New Zealand

: Not determined.

Philippines

: Not determined.

Republic of Korea

Not determined.

Taiwan

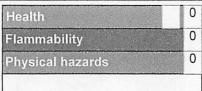
: Not determined.

Turkey

: Not determined.

## Section 16. Other information

#### Hazardous Material Information System (U.S.A.)



Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks Although HMIS® ratings are not required on SDSs under 29 CFR 1910. 1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

The customer is responsible for determining the PPE code for this material.

#### National Fire Protection Association (U.S.A.)



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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

#### Procedure used to derive the classification

Bona Supersport Paint EXHIBIT - F-H

# Section 16. Other information

	Classification	Justification
Not classified.		

**History** 

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Key to abbreviations

: ATE = Acute Toxicity Estimate BCF = Bioconcentration Factor

GHS = Globally Harmonized System of Classification and Labelling of Chemicals

IATA = International Air Transport Association

IBC = Intermediate Bulk Container

IMDG = International Maritime Dangerous Goods

LogPow = logarithm of the octanol/water partition coefficient

MARPOL = International Convention for the Prevention of Pollution From Ships, 1973

as modified by the Protocol of 1978. ("Marpol" = marine pollution)

UN = United Nations

References

: Not available.

 ${\mathbb F}$  Indicates information that has changed from previously issued version.

#### Notice to reader

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