

Purchase order terms and conditions

Purchase order terms and conditions

1. COMPLETE AGREEMENT

This Purchase Order shall become a binding agreement of Seller and the SCHOTT company named on the Purchase order (Buyer) upon Seller acknowledging acceptance of this Purchase Order (hereinafter referred to as the "Purchase Order" or "Order") or commencing performance of this Purchase Order, whichever occurs first. This Purchase Order and these Purchase order terms and conditions, together with the specifications, drawings, documents, and any supplemental terms referred to in the Purchase Order, and any other documents agreed to in writing by Buyer and Seller, and which by this reference are all made a part hereof, constitute the entire agreement between the parties, and all prior negotiations, proposals and writings pertaining to this Purchase Order or the subject matter hereof are superseded. Any reference to Seller's quotation, bid or proposal does not imply Buyer's acceptance of any term, condition or instruction contained in such document.

Any invoice, acknowledgement or other communication issued by Seller in connection with this Purchase Order shall be construed to be for record and accounting purpose only. Any terms and conditions stated or referenced in such communications shall not be applicable to this Purchase Order and shall not be considered as Seller's exceptions to the provisions of this Purchase Order and are hereby excluded and objected to by Buyer. Trade custom and trade usage are superseded by this Purchase Order and shall not be applicable in the interpretation of this Purchase Order. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents and any supplemental terms which are a part of this Purchase Order, Seller shall immediately submit the matter to Buyer for its determination and shall comply with the determination of Buyer in such matter.

All headings in this Purchase Order are for the convenience of reference only and shall not be used in the interpretation of any of the provisions of this Purchase Order.

2. TITLE

Seller warrants full and unrestricted title to Buyer for all goods and services furnished by Seller under this Purchase Order, free and clear of any and all claims, demands, liens, restrictions, security interests and encumbrances of suppliers or workmen or subcontractors of Seller who are providing services, labor, equipment or materials in any way related to this Purchase Order. In the event of any claim of lien or lien upon any property of Buyer by any such Seller suppliers, workmen or subcontractors, Seller, at its sole cost and expense, shall immediately take all action necessary to promptly remove such claim of lien or lien. If Buyer makes progress payments to Seller under this Purchase Order, title to the goods ordered shall pass to Buyer at the time Seller identifies the goods to this Purchase Order. Seller shall clearly identify the goods as property of Buyer by visible marking or tagging and Buyer shall have the right, at its option, to inspect and verify that the goods have been identified as Buyer's property. Care, custody and control of such goods remain with the Seller until such time as Buyer takes physical possession or otherwise agrees in writing by change order to this Purchase Order.

3. RESERVATION OF RIGHTS

The making or failure to make any inspection of, or payment for, the goods or services covered by this Purchase Order will not impair Buyer's right to reject nonconforming or defective goods or services or be deemed to constitute acceptance by Buyer of the goods or services, or affect in any way Seller's obligations under this Purchase Order notwithstanding Buyer's opportunity to inspect the goods or services. Neither Buyer's knowledge of the nonconformity or defect, its substantiality or the ease of its discovery, nor Buyer's failure to earlier reject the goods or services, shall affect Buyer's reservation of its right to reject.

4. WAIVER

Buyer's failure to insist on the performance of any term, conditions or instruction, or failure to exercise any

right or privilege or its waiver of any breach, will not thereafter waive any such term, condition, instruction, right or privilege.

5. PRICE; PAYMENT

This Order may not be filled at prices higher than shown on Buyer's Purchase Order without the prior written approval of Buyer. If no price is shown on this Order, then Seller shall furnish the goods or services at no higher price than last quoted by Seller, or last purchased or paid by Buyer, or at the prevailing market price, whichever is lower, or shall notify and obtain the written approval of Buyer before proceeding with this Order. Seller shall not charge Buyer more for the goods and services than Seller charges other customers for the same or similar goods or services. Unless otherwise agreed to in writing by Buyer, Buyer is not required to pay, and Seller shall not invoice Buyer, for any goods until after they are received and accepted by Buyer or any services until after they are completed by Seller and accepted by Buyer. Buyer shall make payment of the price after receipt of Seller's invoice in accordance with the payment terms specified in Buyer's Order or, if no payment terms are specified, within sixty (60) days of Buyer's receipt of Seller's invoice. Buyer may withhold payment, in whole or in part, in the event that any goods or services are non-conforming or incomplete. Payment by Buyer shall not constitute any agreement by Buyer that goods or services are conforming to the requirements of the Order or waive any rights or claims of Buyer with respect to non-conforming or incomplete goods or services.

6. CASH DISCOUNTS

Cash discounts, if any, shall be computed as commencing with the receipt of the invoice or of the goods or completion of the services, whichever is received later.

7. TAXES

Prices stated include all taxes, duties and other governmental charges, except state or local sales or use tax or similar taxes which are expressly imposed by law on Buyer and which Seller is required by law to collect from Buyer. Seller agrees to pay all taxes, duties and other governmental charges now or hereafter imposed by law on or on account of the production, sale, import, export or shipment or use of any goods or on the services covered by this Order.

8. EXTRAS

Charge for extras must be approved in writing by Buyer's purchasing department before being incurred.

9. PACKING SLIPS

Separate packing slips shall be included in each shipment showing order number, quantity, part number and description of the goods being delivered.

10. NO PACKING AND TRANSPORTATION CHARGES OR OTHER SURCHARGES

No charge for packing, boxing, storage, cartage, insurance or transportation or other surcharges of any kind will be allowed unless otherwise stated in this Order.

11. INSPECTION

Goods purchased under this Order are subject to Buyer's reasonable inspection, testing and approval at Buyer's destination, or anytime by Buyer (or its customers when required by Buyer) at all times and places prior to delivery. Notwithstanding prior payment, if inspection or the use of the goods are not in accordance with this Order or Seller's representations or warranties, express or implied, Buyer may, in addition to any other rights it may have in law or equity, reject or revoke acceptance, return any goods for full credit or cash refund at its option and cancel any remaining unshipped portion of this Order without obligation. If it is impractical to make an inspection at the time of receipt, the foregoing shall apply whenever inspection may reasonably be made. Goods rejected as nonconforming will be returned at Seller's expense, including transportation and handling.

12. WARRANTIES

Seller expressly warrants that the goods and their packaging and services ordered shall be new and not used or reconditioned (unless otherwise specified in this Purchase Order), shall be merchantable, shall

conform to this Purchase Order and to specifications, drawings and other descriptions and requirements referenced in this Purchase Order, and to any accepted samples, and shall be free from defects in materials and workmanship, and defects in design, unless the design was supplied by Buyer, and shall be fit for sale or use for Buyer's intended purposes. Seller further warrants that all goods and their packaging materials shall be produced, packaged, delivered, marked and labeled in compliance with all applicable state and federal laws and regulations and all applicable nationally recognized codes and safety standards and established industry standards, including without limitation state laws relating to packaging requirements for heavy metals, and that Seller has obtained the necessary government permits, approvals and certifications for the goods or services. Seller also represents and warrants that any goods and services delivered hereunder do not infringe any United States or foreign patent, trademark, trade secret or copyright, or any proprietary, intellectual property, industrial property, contract or other right held by any third party.

Seller shall, at its expense including, without limitation costs of removal, packing, transportation and reinstallation, promptly, at Buyer's option, either repair or replace or refund the purchase price paid for any goods and services furnished to Buyer which within thirty-six (36) months after Seller's completion of the services or delivery of the goods, or within the period of any Seller express written warranty if that is longer, fail to conform to the requirements of this Purchase Order or any Seller warranty. Seller shall be chargeable at any time for repairs made by or on behalf of Buyer to correct such a failure to meet the requirements of this Purchase Order or any warranty when Seller has been given notice of such failure and thereafter has failed to take prompt and effective action to correct the failure in accordance with the foregoing.

The foregoing warranties and obligations shall also apply to any goods and services that are repaired, replaced or corrected.

The above warranties are in addition to all other warranties, expressly given by Seller or implied by law.

All warranties shall extend to Buyer, its successors, assigns and to customers and users of the goods.

13. RECALL

If a recall of the goods is required by a defect or a failure to conform to specifications, applicable laws or any other reason within Seller's control, Seller shall bear all cost and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, cost of returning goods, lost profits and other expenses incurred by Buyer to meet the obligations of third parties.

14. INDEMNIFICATION

Seller shall indemnify, defend and hold harmless Buyer, its successors, assigns, directors, employees, affiliates, customers and users of the goods or services, with respect to all suits, actions, claims (including but not limited to any claims or charges of Buyer or Buyer's customers), liability, damage (including but not limited to any incidental or consequential damages), losses, penalties, costs and expenses, including attorney's fees, incurred by any of them relating to or caused by: (a) actual or alleged claim of infringement of patent, copyright, trademark or other rights, misappropriation of trade secrets, breach of confidential relationships or violation of other property right arising out of the manufacture, purchase, sale or use of the goods or services covered by this Purchase Order; (b) actual or alleged defects in the goods or in the design, manufacture, workmanship, or material of the goods or services; (c) actual or alleged breach of warranty, (d) failure of Seller to deliver the goods or complete the services by the time required by the Purchase Order; (e) failure of the goods or services to meet the requirements of all applicable federal, state or local laws; (d) recall of the goods as set forth in Section 13; (f) any and all claims, demands, liens, restrictions, security interests, and encumbrances of suppliers or workmen or subcontractors of Seller who are providing services, labor, equipment or materials in an way related to this Purchase Order; or (g) Seller's failure to comply with any of the terms of this Order; or (h) Seller's failure to comply with any applicable governmental laws or regulations.

In the event of a claim under this Section 14, Buyer may, at its option, without limiting other rights, remedies or claims that Buyer may have, terminate this Order or defer acceptance of the balance of the goods or services ordered until the claim is resolved. If Buyer is enjoined from the use of the goods, Seller

shall, at Buyer's option, either procure for Buyer the right to continue to use the goods, replace the goods with substantially equivalent goods, modify the goods so as to be useable by Buyer or repurchase the goods at the price set forth in this Order. This section shall not be constructed to indemnify Buyer for any loss to the extent it is attributable to Buyer's design, specification or negligence.

15. INSURANCE

Seller shall obtain and keep in force for three years after the last delivery under this Order general comprehensive liability insurance covering each occurrence of bodily injury and property damage in an amount of not less than \$3 million (or any other amount Buyer may indicate in this Order) combined single limit with special endorsements providing coverage for (a) Products and Completed Operations Liability; (b) Blanket Broad Form Vendor's Liability, and (c) Blanket Contractual Liability.

If services are performed under this Order on Buyer's premises, Seller shall also obtain Premises-Operations, Personal injury and independent Contractors Protective Liability endorsements and shall further obtain Workers' Compensation, Employer's Liability and Automotive Liability Insurance coverage in amounts acceptable to Buyer. If requested, Seller shall furnish Buyer with a certificate evidencing the required insurance.

16. RISK OF LOSS

Seller shall bear the risk of loss or damage to the goods covered by this Order until they are delivered to Buyer under the applicable delivery term specified on the face of this Order.

17. BUYER FURNISHED MATERIAL

Seller shall not use, reproduce or appropriate for anyone other than Buyer any material, tooling, dies, equipment, patterns, printing plates, blueprints, drawing, designs or other property or information furnished or paid for by Buyer ("Buyer Material") without Buyer's prior written approval. Title to all Buyer Material shall remain in Buyer at all times and where practicable the Buyer Material shall be clearly marked or tagged to indicate this ownership. Seller shall use any Buyer Material at its own risk. Buyer makes no warranties of any nature with respect to any Buyer Material, which is furnished "As Is." Seller shall at its own cost store and maintain all Buyer Material in good condition and repair. Seller shall bear the risk of loss or damage to the Buyer Material until it is returned to Buyer. Seller agrees to hold in confidence and to use only for the benefit of Buyer and only to the extent necessary to fulfill this Purchase Order for Buyer all Buyer Material, and any methods, processes, techniques, shop practices, formulas, compounds, compositions, specifications, research data, marketing and sales information, customers lists, plans and other information provided or know-how and trade secrets owned by Buyer or in Buyer's possession and disclosed to Seller as a result of this Purchase Order (collectively "Buyer Information"). Until such Buyer Information has been lawfully published or disclosed to the general public, Seller agrees not to use or disclose such information to others and then only with Buyer's prior written consent. Seller agrees not to copy, reproduce, reverse engineer, disassemble, analyze the composition of, or decompile any Buyer Materials or Buyer Information disclosed to Seller without the express written consent of the Buyer. All Buyer Material, whether or not spoiled or used, and Buyer Information shall be immediately returned to Buyer at any time when requested by Buyer or at termination or completion of this Order, unless Buyer shall otherwise direct. Seller agrees that Buyer shall have the right at any time upon notice to Seller to enter Seller's premises and to remove Buyer Material and Buyer Information.

18. REFERENCES TO BUYER

Except to the extent required by law, Seller shall make no reference, advertisement or promotion regarding Buyer or Buyer's purchase or use of the goods or services covered by this Order without the prior written consent of Buyer.

19. USE OF SELLER'S INFORMATION

All information disclosed to Buyer by Seller in connection with this Order is furnished as part of the consideration for Buyer's placement of this Order. Unless there is a written confidentiality agreement in place between Buyer and Seller covering Seller information, then Seller's information shall not be treated as

confidential or proprietary, and no claim will be asserted against Buyer, its affiliates, assigns or customers for its disclosure or use.

20. CANCELLATION FOR DEFAULT

In the event Seller shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Seller's insolvency or in the event Seller is in default of any provisions or requirement of this Purchase Order, Buyer may, by written notice to Seller, without prejudice to any other rights or remedies which Buyer may have at law or equity, and without further liability or obligation to Seller, cancel further performance by Seller under this Purchase Order. In the event of such cancellation, without waiving or limiting any other right or remedy that Buyer may have at law or in equity, Buyer may complete the performance of the Purchase Order by such means as Buyer selects, and Seller shall be responsible for any additional costs incurred by Buyer in doing so. Seller shall deliver or assign to Buyer any work in progress as Buyer may request, and any amounts due Seller for goods and services completed by Seller in full compliance with the terms of this Purchase Order prior to such cancellation shall be subject to set off of Buyer's additional costs and expenses of completing the Purchase Order and other damages incurred by Buyer as a result of Seller's default. Waiver by Buyer of any default of Seller may only occur in a writing signed by Buyer and any such waiver shall not be considered to be a waiver by Buyer of any provision of this Purchase Order or of any subsequent default by Seller.

21. TERMINATION FOR CONVENIENCE

Buyer may terminate for its convenience further performance of this Purchase Order at any time by written notice to Seller. On the date of such termination stated in the notice, Seller shall discontinue all work pertaining to this Purchase Order, Seller shall place no additional material or component orders supporting Buyer's Order, and Seller shall preserve and protect materials on hand purchased for or committed to this Purchase Order, work in progress, and completed work in Seller's and Seller's supplier's plants and Buyer's facilities pending Buyer's instructions, and shall dispose of same in accordance with Buyer's instructions. Payment to Seller or refund to Buyer, if any, shall be promptly and mutually agreed to by Buyer and Seller based on that portion of the Purchase Order satisfactorily performed to the date of termination, including reimbursement for reasonable and necessary expenses resulting from the termination, as substantiated by documentation satisfactory to and verified by Buyer, disposition of work and materials on hand and amounts previously paid by Buyer. Seller shall not be entitled to any loss of prospective profits, contribution to overhead or incidental, consequential, special, indirect or other damages because of such termination. Payment made under this clause shall constitute Buyer's only liability and Seller's exclusive remedy in the event Buyer terminates this Purchase Order for convenience. Such payment by Buyer in any event shall not exceed the contract price for the goods or services specified in this Purchase Order that are the subject of Buyer's termination for convenience.

22. SET-OFF

Any Buyer claim against Seller or any of its related entities which arise out of this or any other transaction may be set off by Buyer against money due Seller under this Purchase Order.

23. PERFORMANCE; DELAYS; FORCE MAJEURE

Time is of the essence for this Purchase Order and Seller shall complete delivery of the goods or completion of the services by the time and in accordance with the terms specified in the Purchase Order. Seller shall promptly notify Buyer of any actual or anticipated delay in delivery and take all reasonable steps to avoid or end delays without additional cost to Buyer. Where the delay is caused by acts of God, acts of civil or military authority, epidemics, war, riot, strikes or similar cause beyond Seller's control and which Seller could not have foreseen or provided against ("force majeure"), Buyer shall have the right to either (a) terminate by written notice to Seller all or part of this Purchase Order without further obligation or liability to Seller; or (b) extend Seller's performance for a period equal to the duration of the delay, but Seller shall not be entitled to any extra compensation for such delay. Seller shall use its best efforts to anticipate the effect of such cause and mitigate the effect of such cause, to resume performance, and to make deliveries as expeditiously as possible and Seller shall not discriminate against Buyer or in favor of any other customer in making deliveries of goods or performing any of its obligations. Seller shall not be excused from performance for force majeure where alternate sources of supply of materials, goods, or services are

available. In no event shall Seller be entitled to claim force majeure for any delays or failures in performance due to breakdowns, malfunctions or failures of equipment, machinery or other items used by Seller or its suppliers in performance of Seller's obligations under this Purchase Order. Strikes, fires, accidents, acts of God, acts of civil or military authority, epidemics, war, riot, or any other causes beyond the reasonable control of Buyer that affect the Buyer's ability to receive or use or sell the goods or services ordered shall constitute valid ground for Buyer's suspension of performance or cancellation of this Purchase Order, upon written notification to the Seller, and without penalty or liability to Buyer.

24. ASSIGNMENT

Neither this Purchase Order nor any portion hereof may be assigned or delegated by Seller without Buyer's prior written consent and any such assignment or delegation without Buyer's consent will be void. Buyer reserves the right to assign this Purchase Order to Buyer's affiliates or to a third party, which, by purchase or otherwise, acquires all or part of Buyer's business for which the goods or services are related, at any time upon written notice to Seller.

25. CHANGES

Buyer shall have the right at any time prior to the delivery date by written direction to make changes in the specifications, drawings, packaging, quantities (if reasonable), time, place and method of delivery, for goods or services covered by this Purchase Order. If Seller believes that such change affects the price or delivery date for such goods or services, Seller shall so notify Buyer in writing (with adequate supporting documentation) within 5 calendar days after receipt of said direction. Seller shall suspend performance of the change unless thereafter released in writing by Buyer to perform such change and Buyer and Seller shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change. Seller's request for any adjustments shall be deemed waived unless submitted in writing within 5 calendar days after Seller receives direction to make such changes. Seller shall not suspend performance of the unaffected portion of this Purchase Order while Buyer and Seller are in the process of making such changes and any related adjustments or at any time thereafter unless so instructed in writing by Buyer. If released in writing by Buyer, Seller shall comply with and perform such change in accordance with the terms of this Purchase Order during the time Seller and Buyer require to mutually agree upon an equitable adjustment. No substitutions shall be made in this Purchase Order without prior written authority of Buyer. No agreement or understanding modifying the terms and condition of this Purchase Order shall be binding upon Buyer nor will extra compensation be paid by Buyer unless the agreement or understanding is made in writing and signed by Buyer.

26. LAWS AND REGULATIONS

Seller warrants that the manufacturing, packaging, pricing, sale and delivery of all goods and performance of services supplied pursuant to this Purchase Order shall comply with all applicable industry standards and governmental laws, ordinances and regulations and further Seller shall provide all permits, certificates and licenses which may be required for the performance of the Purchase Order. Seller shall comply with all applicable export regulations with respect to handling all Buyer technical data. Seller also agrees that Seller and its employees, agents, and subcontractors shall comply with all of Buyer's safety and other rules while on Buyer's premises.

27. GOVERNING LAW

This Purchase Order and the performance under it shall be controlled and governed by the internal laws of the State of New York, excluding its conflicts of law provisions and also excluding the U.N. Convention on Contracts for the International Sales of Goods. Seller hereby submits to the jurisdiction of the state and federal courts residing in New York or Westchester Counties, within the State of New York for purposes of resolving any disputes or actions arising from or relating to this Purchase Order or the performance thereof.

28. SAFETY AND HEALTH

Seller shall comply with "The Federal Occupational Safety and Health Act of 1970" as amended and all standards and regulations issued there under and any other rules or regulations issued by bodies having jurisdiction over this class of work.

29. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Purchase Order, the Seller agrees to comply with all federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities. The Equal Employment Opportunity provisions in section 202, paragraphs 1 through 7 of Executive Order 11246, as amended, Executive Order 11701 relative to equal employment opportunity and the employment of veterans, the Rehabilitation Act of 1973, as amended, relative to equal employment of handicapped individuals, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to equal employment of disabled veterans, special disabled veterans, veterans of the Vietnam Era, recently separated veterans, and other protected veterans, and the implementing rules and regulations there under are incorporated herein by specific reference and Seller shall comply with the provisions as applicable to this Purchase Order. **Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.** Seller shall comply with all applicable provisions of Executive Order 13496 and related rules, regulations, and orders of the Secretary of Labor, requiring non-exempt federal contractors and subcontractors to post notices informing their employees of their rights under the NLRA to organize and bargain collectively with their employers and to engage in other protected concerted activity.

30. UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) It is the policy of the United States that small business and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts set by any federal agency; (b) Seller hereby agrees to carry out this policy in the awarding of subcontracts supporting Buyer's Order to the fullest extent consistent with the efficient performance of this Order. Seller further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the contractor's compliance with this clause; (c) As used in this Order, the terms "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, and "small business concern owned and controlled by socially and economically disadvantaged individuals" hereafter referred to as disadvantage business shall mean a small business concern, which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business at least 51 per centum of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more such individuals. Seller shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts, and Native Hawaiians), or any other individuals found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act; (d) Seller acting in good faith may rely on written representations by its subcontractors regarding their status either as small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

31. NOTICES

All notices, consent requests, instructions, approvals and other communications hereunder shall be in writing and be given by personal delivery or by email, facsimile or registered and certified mail, return receipt requested to the address of Buyer or Seller as shown on this Purchase Order or to such other address as any party hereto may, from time to time, designate in writing. Notices shall be deemed to be effectively given upon receipt by the receiving party.

32. SEVERABILITY OF PROVISIONS

In case any one or more of the provisions contained in this Purchase Order should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in

any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be replaced with a legally valid and enforceable provision coming as close as possible to the invalid provision.

33. COMPLIANCE WITH BUYER'S CODE OF CONDUCT

Seller confirms that it has received or accessed and reviewed Buyer's "Code of Conduct" publication available at http://www.us.schott.com/english/download/code_of_conduct_en.pdf ("Buyer's Code of Conduct"). Seller agrees that Seller and its employees, agents, representatives, and subcontractors shall comply at all times during the term of their performance of this Order with Buyer's Code of Conduct and, where more stringent, applicable laws and Seller's own business conduct guidelines and policies. Violation of Buyer's Code of Conduct may be deemed by Buyer to be a material breach of this Order and, in such event, Buyer may terminate this Order immediately by written notice to Seller. Buyer's Code of Conduct may be modified at any time by publication at the website address above or by written notice to Seller. Seller agrees to periodically review the web link above for any changes to Buyer's Code of Conduct. The most current publication of Buyer's Code of Conduct shall apply to Seller.

34. CONFLICT MINERALS COMPLIANCE AND CERTIFICATION

Seller agrees and certifies that any goods that it supplies to Buyer shall not contain any "Conflict Minerals" as defined in Section 1502(e)(4) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, i.e. tantalum, tin, tungsten or gold that originated from Democratic Republic of the Congo or any adjoining countries (which presently include Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia).

35. C-TPAT COMPLIANCE AND CERTIFICATION

Seller acknowledges that Buyer is a participant in the Customs -Trade Partnership Against Terrorism ("C-TPAT") program of the U.S. Customs and Border Protection Agency and is required to comply with the latest security criteria of C-TPAT published by the U.S. Customs and Border Protection Agency at <http://www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-against-terrorism/apply/security-criteria> (the "C-TPAT Requirements"). In order to enable Buyer to comply with the C-TPAT Requirements, Seller shall comply with the C-TPAT Requirements, as may be updated from time to time. Seller shall provide Buyer with a written certification that it is in compliance with the C-TPAT Requirements or when it will be in compliance with the C-TPAT Requirements, and if Seller is eligible to be C-TPAT or AEO (EU) certified, a copy of valid documentation indicating that Seller is a certified or validated C-TPAT or AEO (EU) participant. Acceptable certification can be submitted by completing the questionnaire at <https://www.surveymonkey.com/r/schottsupplier>. Upon Buyer's request, Seller shall allow Buyer access to Seller's facilities for the purpose of verifying Seller's compliance with the C-TPAT Requirements.

36. FOOD AND DRUG GUARANTY

If this Order relates to the purchase of any food, drug, or cosmetic, or substance, the intended use of which results or may reasonable be expected to result, directly or indirectly, in its becoming a component or otherwise affecting the characteristics of any food (including any substance intended for use in producing, manufacturing, packing, processing, preparing, treating, packaging, transporting, or holding food), Seller hereby guarantees that the article comprising each shipment or other delivery new or hereafter made by Seller to Buyer, as the date of such shipment or delivery, is not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable State laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the above Act, and not an article which may not, under the provision of Section 404 and 505 of said Act, be introduced into interstate commerce.

37. BUYER LIMITATION OF LIABILITY

In no event shall Buyer's liability for any and all Seller claims arising out of or related to this Purchase Order exceed in total the contract price of the Purchase Order and in no event shall Buyer be liable for any claims for any indirect, incidental, consequential, or special damages of any kind.

38. ADDITIONAL TERMS FOR PURCHASE ORDERS SUPPORTING GOVERNMENT CONTRACTS

If this Purchase Order is in support of a U.S. Government contract or subcontract, Seller agrees that Seller

shall comply with the following Federal Acquisition Regulations (FAR) provisions (as in effect on the date of this Purchase order; see <https://www.acquisition.gov/far/current/html/FARTOCP52.html> for full text of references), to the extent applicable to this Purchase Order:

The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials and Buyer shall have access to and right to—

- (i) Examine any of the Seller's records that pertain to, and involve transactions relating to, this purchase order; and
- (ii) Interview any officer or employee regarding such transactions.

52.203-13 Contractor Code of Business Ethics and Conduct (Note: See paragraph (d) of this provision for applicability)

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Note: Applies if the Order is subject to funding under the Recovery Act)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Note: See paragraph (c) of this provision for applicability)

52.219-8 Utilization of Small Business Concerns (Note: Applies if Buyer's Purchase Order exceeds \$700,000 (or \$1.5 million for construction of any public facility) and Seller is not a small business concern)

52.219-28 Post Award Small Business Concerns

52.222-17 Nondisplacement of Qualified Workers (E.O. 13495) (Note: Applies if Buyer's Purchase Order is for services subject to the Service Contract Labor Standards statute (41 U.S.C. chapter 67) and exceeds \$150,000)

52.222-21 Prohibition of Segregated Facilities

52.222-26 Equal Opportunity

52.222-35 Equal Opportunity for Veterans (Note: Applies if Buyer's Purchase Order equals or exceeds \$150,000)

52.222-36 Affirmative Action for Workers with Disabilities (Note: Applies if Buyer's Purchase Order exceeds \$15,000)

52.222-37 Employment Reports on Veterans (Note: Applies if Buyer's Purchase Order equals or exceeds \$150,000)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Note: Applies if Buyer's Purchase Order exceeds \$10,000)

52.222-41 Service Contract Labor Standards (Note: Applies if Buyer's Purchase Order is for services covered by 41 U.S.C. 67; see FAR 52.222-51 and 52-222-53 for some exemptions)

52.222-50 Combating Trafficking in Persons

52.222-54 Employment Eligibility Verification (Note: See paragraph (e) of this provision for applicability)

52.222-55 Minimum Wages Under Executive Order 13658 (Note: See paragraph (k) of this provision for applicability)

52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Note: applies if Buyer's Purchase Order exceeds \$500,000, and is for other than commercially available off-the-shelf items.

***Note: By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. 52.222-59 will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction)

52.222-60 Paycheck Transparency (Executive Order 13673) (Note: Applies if Buyer's Purchase Order exceeds \$500,000, except for commercially available off-the-shelf items)

52.222-62 Paid Sick Leave under Executive Order 13706 (Note: See paragraph (m) of this provision for applicability)

52.224-3, Privacy Training (Note: See paragraph (f) of this provision for applicability)

52.225-13 Restrictions on Certain Foreign Purchases

52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Note: See paragraph (e) of this provision for applicability)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Note: See paragraph (c) of this provision for applicability)

52.244-6 Subcontracts for Commercial Items

52.247-64 Preference for Privately Owned U.S-Flag Commercial Vessels (Note: See FAR 47.507(a) and paragraph (e) of this provision for applicability)

If this Purchase Order is in support of a U.S. Government Defense contract or subcontract, in addition to compliance with any applicable referenced FAR provisions above, Seller agrees that Seller shall comply with the following Defense Federal Acquisition Regulations (DFAR) provisions ((as in effect on the date of this Purchase order); see <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html> for full text of references), to the extent applicable to this Purchase Order:

252.203-7002 Requirement to Inform Employees of Whistleblower Rights

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

252.223-7008 Prohibition of Hexavalent Chromium if Subcontract is for supplies, maintenance and repair services, or construction materials

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals

252.227-7015 Technical Data—Commercial Items, if applicable (see 227.7102-4)

252.227-7037 Validation of Restrictive Markings on Technical Data, if applicable (see 227.7102-4)

252.244-7000 Subcontracts for Commercial Items

252.246-7003 Notification of Potential Safety Issues (Note: See DFAR 246.371(a) for applicability)

252.247-7023 Transportation of Supplies by Sea (Note: Applies if Buyer's Purchase Order equals or exceeds the "simplified acquisition threshold" as defined at FAR 2.101 and the provision otherwise is applicable as described in 252.247-7023)

252.247-7024 Notification of Transportation of Supplies by Sea

Where necessary to make the language of the above referenced FAR/DFAR provisions applicable to the Purchase Order, as used in the FAR clauses "contractor" shall mean Seller, "contract" shall mean this Purchase Order, and "government," "contracting officer," and equivalent terms shall mean Buyer or the government.

Seller shall also comply with any other FAR or DFAR provisions expressly made applicable to this Purchase Order by Buyer in writing to Seller.

Seller agrees to flow down all applicable FAR and DFAR clauses to lower tier subcontractors where required.

December 2017