



09-09-2020

Additional Terms and Conditions of Purchase

The following language is incorporated by reference into all Spellman HV Purchase Orders:

- A. **Hold Harmless.** Seller agrees to indemnify and hold Buyer and its customers harmless from and against any and all claims and related costs, expenses and liability which arise from personal injury, death or property loss or damage caused by Seller's performance under this contract or the Goods supplied by Seller, except to the extent that such injury, death, loss or damage is caused directly by the negligence of Buyer.
- B. **Drawings.** All drawings, specifications, designs and data furnished by Seller to Buyer hereunder shall remain the property of Buyer and shall not be disclosed by Seller, and shall be used by Seller only as and to the extent required for Seller's performance of this contract, unless otherwise approved by Buyer in writing. Upon completion of work by Seller under this contract and upon Buyer's request, Seller shall promptly return to Buyer all such materials and data, together with all copies and reprints in Seller's possession, and Seller shall make no further use of such materials or data.
- C. **Compliance with Applicable Law.** Seller shall, in the performance of this contract, comply with all applicable laws, statutes, rules and regulations.
- D. **Epidemic Failure Warranty.** In addition to the warranties specified in this contract, Seller warrants all Goods against epidemic failure for the three year period following the date of the shipment of the Goods to Buyer's customer. An epidemic failure shall mean the occurrence of the same or similar failure in any 20% of the Goods within a one year time period.
- E. **Counterfeit Parts Prevention.** Seller warrants that no counterfeit materials will be used in the production, sales or repair of the Goods.
- F. **Conflict Minerals.** U.S. law requires that companies disclose the use of certain minerals originating from conflict regions of the world. Suppliers to Buyer are required to commit to not utilizing conflict materials in goods sold to Buyer. By accepting this order from Buyer, the Seller agrees to this commitment.
- G. **Ethics.** It is the policy of Buyer to conduct its business in an ethical manner, and in compliance with all applicable laws. Buyer's expectation, and mandate, for its suppliers is that they will also conduct their business in a lawful, honest and ethical manner, and the Seller agrees to comply with this standard.
- H. **Sustainable Labor Practices.** Buyer is committed to upholding the human rights of workers, and to treat them in accordance with standards established by the international community. Buyer has adopted sustainable labor standards in accordance with the Electronics Industry Citizenship Coalitions (EICC) Code of Ethical Conduct. For more information, please go to the EICC website and review their Code of Conduct. By accepting this order from Buyer, the Seller agrees to conform to such labor standards.

USA

EUROPE

JAPAN

MEXICO

CHINA

I. Environmental and Safety Policies. All work under this contract shall be performed by Seller in full compliance with all environmental, health and safety laws that apply to Seller's manufacturing operation and workforce.

J. Reach. Seller agrees to notify Buyer if any Substances of Very High Concern (SHVC's) are contained in the products.

K. Global Code of Conduct. Seller agrees to comply with applicable provisions of Buyer's Global Code of Conduct located at <https://www.spellmanhv.com/en/About/Policies/Code-of-Conduct> on Buyer's website.

L. "Solid wood packaging materials shipped to Spellman must be in accordance with International Plant Protection Convention requirements for Wood Packing Material. Materials should be marked with the IPPC logo. Materials that are fumigated must be accompanied by a valid fumigation certificate."

https://www.ippc.int/static/media/files/publication/en/2018/06/ISPM_15_2018_En_WoodPackaging_2018-05-16_PostCPM13_Rev_Annex1and2_gUhtMXs.pdf