

PO Terms - U.S.

These purchase order Terms and Conditions are applicable when a United States or Canada-based Eaton operation or plant issues a purchase order or contract/agreement to a United States or Canada-based supplier for delivery within the United States or Canada.

1. Acceptance of Order:

- 1.1 This order expressly limits acceptance to the terms and conditions stated in this order, and any additional or different terms or conditions proposed by Seller are rejected unless expressly agreed to in writing by Buyer.
- 1.2 Buyer is not bound by this order until Seller executes and returns to Buyer the acknowledgment copy of this order. Seller is bound by this order and its terms and conditions when it:
 - (a) Executes and returns the acknowledgment copy,
 - (b) Otherwise indicates its acceptance of this order,
 - (c) Prepares to, or begins performance of this order
 - (d) Delivers to Buyer any of the items ordered, or
 - (e) Renders for Buyer any of the services ordered.
- 1.3 Buyer may authorize third parties, firms, or corporations to design or manufacture items similar or identical to the items and supply the items to Buyer.

2. Amendments:

This order, including these terms and conditions, together with any documents attached or incorporated into this order by reference, is the complete and final contract between Buyer and Seller. No agreement or understanding to modify this order is binding upon Buyer unless in writing and signed by Buyer's authorized representative. All specifications, drawings, and data submitted to Seller with this order or referred to by this order are a part of this order.

3. Changes:

- 3.1 Buyer may make written changes in any one or more of the following
 - (a) Specifications, drawings and data incorporated in this order;
 - (b) Methods of shipment or packing;
 - (c) Place of delivery;
 - (d) Time of delivery;
 - (e) Manner of delivery; and
 - (f) Quantities.
- 3.2 If any change alters the cost of, or the time or timing required for, performance of this order, Seller may, within 20 days after its receipt of the change order, request an adjustment to the price or delivery schedule, or both. If Buyer agrees to a change in price or delivery, it must issue a purchase order change notice or revision. Seller must make the change even if Buyer does not agree to modify the price or delivery and may not stop providing items under this order while any dispute is being resolved.

4. Delivery:

- 4.1 Time is of the essence in the performance of this order. If delivery is not made in the quantities, manner (shipping method), and at the times specified, or rendering of services is not completed at the times specified, Seller must, upon demand by Buyer, promptly reimburse Buyer for any damages Buyer incurred as a result of the delay or failure in delivering the items or providing the services. Buyer may, without liability, and in addition to its other rights and remedies, take either or both of the following actions:
 - (a) Direct expedited routings of items. Seller must pay the difference in cost between the expedited routing and the order routing;
 - (b) Terminate any part of this order effective immediately and purchase substitute items or services. Seller must reimburse Buyer for any loss or additional expenses incurred by Buyer in connection with the substituted items.
- 4.2 Seller must ship all items to Buyer freight collect in a manner specified by Eaton as provided in EatonRoute, a web based application, available at <http://www.eatonroute.com>.

- 4.3 If Seller should know that deliveries may not be made as scheduled, Seller must immediately send Buyer a written notice setting forth the cause and length of the anticipated delay. Seller is not liable to Buyer for delays or defaults if:
- (a) It arose out of causes beyond the control of both Seller and its subcontractor(s),
 - (b) It arose without the fault or negligence of either of them, and
 - (c) The items to be furnished or services to be rendered were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery or performance schedule.
- 4.4 If Buyer receives items in advance of scheduled delivery dates or in excess of quantities specified in this order or a delivery schedule for this order, Buyer may reject the items and return them to Seller at Seller's expense, including transportation charges both ways. Buyer is not liable for any material or production costs incurred by Seller in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedules.
- 5. Inspection and Acceptance:**
- 5.1 Unless otherwise agreed by Buyer, payment terms are net 90 days after the later of:
- (a) Receipt by Buyer's proper billing contact of a correct invoice, or
 - (b) Receipt by Buyer of conforming items.
- 5.2 Payment does not constitute acceptance. Buyer may inspect items either:
- (a) Before or after payment or
 - (b) Before or after acceptance.
- 5.3 Buyer may reject and refuse acceptance of items that do not conform to the instructions, specifications, drawings, and data or Seller's warranties (express or implied). Buyer may return rejected items to Seller for full credit or replacement at Buyer's option and at Seller's risk and expense, including transportation charges both ways. Seller may not replace rejected items unless Buyer authorizes replacement in writing.
- 5.4 Buyer is not liable if it fails to perform any obligations under this order, if the failure is the result of any cause beyond the control of Buyer. These causes include fires, floods, Acts of God, strikes, differences with employees, casualties, delays in transportation, shortages of cars, inability to obtain necessary materials or machinery, or total or partial shutdown of Buyer's plant. Acceptance of any of the items does not obligate Buyer to accept future shipments, or prevent Buyer from returning items already accepted.
- 5.5 Buyer's acceptance of any items is not a waiver of Buyer's right either to cancel or to return at Seller's risk and expense items because of failure to conform to this order, or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing costs, damage to items, or articles caused by improper boxing, crating or packing, and loss of profits or other special damages incurred by Buyer. These rights are in addition to any other remedies provided by law.
- 6. Packing, Drayage and Containers:** Seller is responsible for the cost of boxing, crating, packing, arranging drayage and providing containers unless otherwise stated in this order. Seller must prepare, at its expense, labels for the boxes and shipping containers containing any information specified by Buyer. Seller is liable for damage to items caused by improper boxing, crating or packing.
- 7. Seller's Warranties:**
- 7.1 Seller warrants that:
- (a) The items:
 - (1) Are free from defects in material, workmanship and design,
 - (2) Are of merchantable quality and fit for Buyer's purposes,
 - (3) Conform with Buyer's instructions, specifications, drawings and data, and
 - (4) Conform to all representations, affirmations, promises, descriptions, samples, or models provided by Seller to Buyer.
 - (b) All services performed under this order will be performed in a competent, workmanlike manner, free from faults and defects.

7.2 Seller's warranties survive acceptance of the items. These warranties are in addition to any warranties of additional scope given by Seller to Buyer. None of these warranties and no implied or express warranties are disclaimed or excluded unless evidenced by a purchase order change notice or revision issued and signed by Buyer.

8. Interchangeability:

All items are to be completely interchangeable with like items purchased from Seller previously by Buyer or Buyer's customer. To this end, Seller must use the same designs, processes, or procedures used by Seller in supplying like items previously. Seller may not make any change to any of its designs, processes, or procedures without Buyer's prior written approval. If Seller does not comply with this Article, Seller is liable for all of Buyer's costs associated with the non-interchangeable items.

9. Property of Buyer: Buyer owns all items made available to Seller by Buyer as well as all replacements of those items.

9.1 Seller must:

- (a) Plainly mark or otherwise adequately identify the Buyer provided items as being owned by Buyer;
- (b) Safely store the items separate and apart from Seller's property;
- (c) Keep the items in good condition;
- (d) Bear the risk of loss of the items;
- (e) Insure the items at its expense in an amount equal to the replacement cost with loss payable to Buyer; and
- (f) If requested by Buyer, disclose the location of the items, prepare them for shipment, and ship at Seller's expense them to Buyer in as good condition as originally received by Seller, reasonable wear and tear excepted.

9.2 Seller may not:

- (a) Except for materials that are part of the items to be delivered to Buyer, modify the Buyer provided items without Buyer's written consent;
- (b) Use any Buyer provided items except for performance of work under this order or as authorized in writing by Buyer.

9.3 Buyer may:

- (a) Inspect and remove items it has furnished to Seller, and
- (b) Enter Seller's premises to remove the items without any additional liability to Seller.

10. Special Tooling:

10.1 The term "special tooling" as used in this Article includes all jigs, dies, fixtures, molds, patterns, special cutting tools, special gauges, special test equipment, other special equipment and manufacturing aids, and drawings and any replacements of the foregoing; acquired, manufactured, or used in the performance of this order; that are of a specialized nature so that, without substantial modification or alteration, their use is limited to the production of the items or parts or performance of the services of the type required by this order. The term does not include:

- (a) Consumable small tools,
- (b) General machine tools or similar capital items, or
- (c) Buyer owned tooling.

10.2 Seller agrees that special tooling must be retained and not used or reworked except for performance of work under this order or as authorized in writing by Buyer. While in Seller's possession or control, Seller must keep the special tooling in good condition fully covered by insurance, and must replace it when lost, destroyed, or necessary for performance of work under this order. Upon cessation or termination of the work under this order for which the special tooling is required, Seller must furnish Buyer a list of the items, parts, or services for the manufacture or performance of which special tooling was used or designed and a list indicating where each item of the special tooling is located, and must transfer title to and possession of the special tooling to Buyer for an amount equal to the unamortized cost of the special tooling, or dispose of it as Buyer may direct in writing. In addition, Buyer has the right to take possession of any special tooling, title to which Buyer acquires, including the right of entry for that purpose, without any additional liability whatsoever to Seller.

11. Confidentiality, Inventions:

All information furnished or made available by Buyer to Seller or to Seller's employees or subcontractors in connection with the items or services covered by this order is confidential. Seller, its employees, and subcontractors may not disclose

any confidential information to any third party, without Buyer's prior written consent. Seller may not assert any claim against Buyer with respect to any information which Seller disclosed or may disclose to Buyer in connection with the items or services covered by this order. All designs, drawings, processes, compositions of material, specifications, software, mask works, or other technical information made or furnished by Seller in connection with the items or services covered by this order, including all rights to that information, are the sole and exclusive property of Buyer, free from any restriction, and Seller must protect the information against unauthorized disclosure to, or use by, any third party. Seller must promptly identify and disclose to Buyer all inventions and improvements in any designs, drawings, processes, compositions of material, specifications, software, mask works or other technical information made or furnished by Seller in connection with the items or services covered by this order, and execute or obtain the execution of any documents necessary to perfect ownership of the inventions or improvements in Buyer or as may be necessary to obtain, maintain or enforce any proprietary right pertaining to the inventions or improvements. The confidentiality provisions and the obligations of this Article survive termination or completion of this order.

12. Intellectual Property Indemnification:

12.1 Seller:

- (a) must defend, indemnify, and hold harmless Buyer, its employees, successors, assigns and customers against all claims, demands, losses, suits, damages, liability, and expenses (including reasonable attorneys' fees) arising out of any suit, claim, or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any patent, trademark, copyright, mask work, or other proprietary right by reason of the manufacture, use, or sale of the items or services covered by this order, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions,
- (b) Waives any claim against Buyer, including, but not limited to, any hold harmless or similar claim, in any way related to a claim asserted against Seller or Buyer for patent, trademark, copyright, or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer, and
- (c) Grants Buyer has a worldwide, nonexclusive, royalty free, irrevocable license to use, sell and have sold, repair and have repaired, and reconstruct and have reconstructed the items covered by this order.

12.2 Seller assigns to Buyer all right, title, and interest in and to all trademarks, copyrights, and mask work rights in any material created for Buyer in connection with this order. The obligations of this Article survive termination or completion of this order.

13. Indemnification:

Seller must indemnify and protect Buyer against any losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations, and expenses including court costs and reasonable attorneys' fees ("Claims") for injuries or damages to any person or property arising out of Seller's performance of this order. Seller must indemnify Buyer from "Claims" related in any way to this order, or the services performed or items delivered under this order, except for items manufactured entirely to Buyer's specifications, which are claimed or made by any person, including customers, employees, workers, servants, or agents of Seller and its subcontractors arising from any cause or for any reason whatsoever. Seller must, upon receipt of notification, promptly assume full responsibility for the defense of any suits, actions, or proceedings which may be brought against Seller or against Buyer with respect to Claims. If Buyer's machinery or equipment is used by Seller in the performance of any work that might be required under this order, Seller has sole responsibility for any claims arising with respect to that machinery or equipment.

14. Insurance:

14.1 Seller must furnish evidence of insurance showing that Seller has and will maintain adequate insurance coverage during the term of this order. Seller must maintain the following insurance coverage:

- (a) Commercial General Liability insurance, naming Buyer as additional insured, with coverage of not less than US \$1 million each occurrence and US \$2 million in the aggregate including premises-operations, explosion and collapse hazard, underground hazard, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury.
- (b) Worker's Compensation Insurance as required by the states in which the work is to be performed. This policy must include Employer's Liability Insurance with a limit of not less than US \$500,000.
- (c) Business Automobile Insurance covering any auto or vehicle (including owned, hired, and non-owned autos or vehicles), with a limit of not less than US \$1 million each accident.

14.2 The evidence of insurance must set forth the name of the insurer, policy number, expiration date, and limits of liability. Seller's compliance with the insurance requirements does not in any way limit Seller's indemnification of Buyer under Article 13.

15. Cancellation:

- 15.1 Buyer may cancel for default any part of an undelivered portion of this order if:
- (a) Seller fails to make reasonable progress towards completion of the order at the times specified,
 - (b) Seller does not make deliveries as specified in the delivery schedule,
 - (c) Seller breaches any of the terms of this order,
 - (d) Seller makes an arrangement, extension, or assignment for the benefit of creditors,
 - (e) Seller dissolves or otherwise ceases to exist or liquidates all or substantially all of its assets,
 - (f) Seller becomes insolvent, or
 - (g) Seller generally does not pay its debts as they become due.
- 15.2 If any portion of this order is cancelled for default, Buyer may require Seller to transfer title and deliver to Buyer any:
- (a) Completed items, and
 - (b) Partially completed items and materials, parts, tools, plans, drawings, information, and contract rights that Seller has specifically produced or acquired for the terminated portion of this order.
- 15.3 To the extent that Buyer has not already paid for the items transferred by Seller under Section 15.2, Buyer will pay:
- (a) For completed items and partially completed items and materials, under the terms of Section 16.1.
 - (b) For parts, tools, plans, drawings, information, and contract rights, the lesser of Seller's book value or the then current fair market value.
- 15.4 Seller must also protect and preserve property in its possession in which Buyer has an interest. The rights and remedies of Buyer in this Article are in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity or under other Articles of this order. If, after cancellation under this Article, it is determined by a court of competent jurisdiction, or otherwise, that the Seller was not in default, or that the default was excusable, the rights and obligations of the parties are the same as if the termination had been issued under Article 16.
- 16. Termination:**
- 16.1 Buyer may terminate this order in whole or in part by written notice to Seller. Upon receipt of a notice of termination, Seller must stop work on the date and to the extent specified in the notice and terminate all orders and subcontracts to the extent they relate to the terminated work. Seller must promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make of that work and material. Seller must comply with Buyer's instructions regarding the work and material on hand. Within 60 days after receipt of notice of termination, Seller must submit all its claims resulting from the termination. Buyer may check the claims at any reasonable time or times by inspecting and auditing the records, facilities, work, and materials of Seller relating to this order. Buyer must pay Seller without duplication, the order price for finished work meeting the terms of this order and the cost to Seller of work in process and raw material allocable to the terminated work, based on any audit Buyer may conduct and United States generally accepted accounting principles less:
- (a) The reasonable value or cost (whichever is higher) of any items used or sold by Seller without Buyer's consent;
 - (b) The agreed value of any items used or sold by Seller with Buyer's consent; and
 - (c) The cost of any defective, damaged, or destroyed work or material.
- 16.2 Buyer is not obligated to:
- (a) make payment for finished work, work in process, or raw material fabricated or procured by Seller in excess of any order or release, or
 - (b) pay more than the price specified in this order less payments otherwise made.
- 16.3 Buyer may reduce amounts due Seller for costs of work in process and raw material to reflect, on a pro rata basis, any indicated loss on the entire order had it been completed.
- 16.4 Payments under this Article are Buyer's only liability if this order is terminated. Except as otherwise provided in this order, the provisions of this Article do not apply to any cancellation by Buyer for default by Seller or for any other cause allowed by law or under this order.

16.5 Seller is never entitled to anticipatory profits or to special or consequential damages under this order.

17. Compliance with Applicable Laws:

17.1 Seller warrants that it is in compliance with all applicable laws, statutes, rules, regulations, or orders of the jurisdiction where Seller performs work under this order and in any jurisdiction to which the items are to be ultimately delivered, as well as all laws of the United States of America that may be applicable, including the U.S. Foreign Corrupt Practices Act, Trading With The Enemy Act, Arms Export Control Act, Export Administration Act and their regulations, including the regulations of the Office of Foreign Assets Control.

Seller agrees to comply with the laws and regulations enforced by the Office of Federal Contract Compliance Programs (OFCCP), as applicable, including Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and 41 CFR Part 60. Seller may have obligations to prepare annual affirmative action plans as required under OFCCP's regulations if Seller:

- (a) Is not otherwise exempt as provided by 41 CFR Section 60-1.5,
- (b) Has 50 or more employees and,
- (c) Has a contract, subcontract or purchase order for \$50,000 or more that is necessary to the performance of a covered contract in the case of the Women and Minorities AAP and the individuals with disabilities AAP, and has a contract, subcontract or purchase order for \$150,000 or more that is necessary to the performance of a covered contract in the case of the Veterans AAP.

17.2 In addition, Sellers subject to these requirements are also notified of their obligation to file the EEO-1 Report and the VETS-4212 form. To the extent applicable, Buyer hereby incorporates, by reference, the provisions of the Equal Opportunity Clauses pursuant to Section 202 of Executive Order 11246, as amended, and 41 CFR Section 60-1.4; as well as 29 C.F.R. Part 471, Appendix A to Subpart A.

17.3 Notice of Non-Discrimination. It is Buyer's intent to comply with all applicable laws regarding the prohibition of discrimination. As required by applicable law, Buyer shall provide, and Seller shall acknowledge receipt and pass on to all subcontractors at every level, written notification of Buyer's company policy related to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), which prohibits discrimination against qualified individuals based on their race, color, religion, sex, national origin, sexual orientation or gender identity. Moreover, this regulation requires that covered prime contractors and subcontractors take affirmative action ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (a) For government contracts that are valued for \$15,000 or more, it is mandatory to include the following language, in bold text, in the contract/subcontract:

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

- (b) For government contracts valued for \$150,000 or more, it is mandatory to include the following language, in bold text, in the contract/subcontract:

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans.

17.4 Seller may have access or may be required by Buyer to access one or more of Buyer's databases, applications, reports, documents and/or other information in hardcopy or electronic form that contain or process or may receive data relating to identified or identifiable individuals ("Personal Data"). Such individuals may include Buyer's employees, temporary workers, contractors, consultants, students, customers or end-users. Seller acknowledges and agrees that Personal Data, in whichever form, is of a very sensitive nature, and hereby undertakes to keep Personal Data strictly confidential and to use it only within the limits authorized by Buyer and in accordance with applicable law for the purpose of Seller's performance under this order.

17.5 Seller will use the Personal Data in accordance with the applicable Data Protection and Privacy laws including the adoption of the required technical and organizational security measures. Furthermore, Seller agrees to comply, where applicable, with the Personal Data Processing Clauses available at http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po_terms/Personal-Data-Processing-

[Clauses.pdf](#) and incorporated by reference herein.

18. Buyer's Supplier Code of Conduct:

Seller must comply fully with Eaton Corporation's Supplier Code of Conduct, which is incorporated by reference, and is available on Eaton Corporation's public website at www.Eaton.com. Information on Eaton's supplier conduct code is specifically at: <http://www.eaton.com/Eaton/OurCompany/DoingBusiness/SellingtoUs/>.

19. Waiver:

Buyer's failure to insist, upon Seller's performance of any of obligation under this order or to exercise any right, is not a waiver or relinquishment of future performance or the future exercise of a right, but Seller's obligations with respect to any future performance continue in full force and effect.

20. Assignment: Without Buyer's prior written consent, Seller may not:

- (a) Assign any amounts due Seller under this order,
- (b) Assign any of the work to be performed under this order, or
- (c) Subcontract for completed or substantially completed material called for by this order.

21. Remedies:

The remedies provided for are cumulative and in addition to any other remedies provided by law or equity. Buyer has the right to set off against any amounts payable by Buyer or its affiliates to Seller or its affiliates under this order or any other agreements between Buyer and Seller and their affiliates any amounts which Seller or its affiliates owes to Buyer or its affiliates. If there is any dispute arising under this order, Buyer and Seller must proceed diligently with the performance required under this order pending resolution of the dispute. If any portion of this order is invalid or unenforceable, the remaining portions of this order remain valid and enforceable.

22. Dispute Resolution:

22.1 A party may request a meeting to resolve a dispute related to this order. Following the request, the parties:

- (a) Must meet promptly to attempt in good faith to resolve the dispute,
- (b) Must use their best efforts to select and implement in a timely manner an alternative dispute resolution ("ADR") procedure (e.g., mediation) to resolve the dispute, if the dispute is not resolved within 30 days after the meeting, and
- (c) May take any other action (e.g., litigation) to resolve the dispute, if:
 - (1) The parties are unable to agree upon a form of ADR within 15 days after the 30-day negotiation period, or
 - (2) The dispute is not resolved by the ADR, and
 - (3) In either case a party notifies the other of its intention seven days before beginning legal proceedings.

22.2 If the amount at issue is less than \$250,000, either party may require that the dispute be referred to arbitration under the rules of the American Arbitration Association.

23. Governing Law:

This agreement is governed, interpreted, and construed by, and in accordance with, the laws of the State of Ohio, United States of America, without regard to the conflict of laws provisions, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods, 1980 as amended.

24. Prevailing Language:

This agreement is governed, interpreted, and construed in the English language, regardless of any translations that may be made into any other language.

25. Buyer Programs:

25.1 If directed by Buyer, Supplier must use Buyer's suite of e-commerce tools for data exchange, purchase orders, purchase order acknowledgments, invoices and electronic payments, including, but not limited to, Buyer's supplier portal, in combination with the internet-based framework "Supplier Visualization" and traditional EDI, or any combination specified by Buyer.

25.2 If Seller provides Buyer with items included within any of Buyer's products, Buyer's Supplier Excellence Manual (available at <http://www.eaton.com/us/en-us/company/selling-to-eaton.html>) as it may change during the course of this order applies to all purchases, except to the extent that the specific term is expressly modified by this order in which case these terms and conditions and this order apply.

25.3 Supplier Diversity Program. Except as provided in Section 25.3(c), in fulfilling the requirements of this order, Seller must use its best efforts to purchase products from certified minority, veteran, and woman-owned diverse suppliers, and communicate to the suppliers that this opportunity is at the direction of Buyer. Buyer may use Seller's performance in purchasing products from certified diverse suppliers in evaluating Seller's performance.

- (a) Seller must establish unique product codes that will flag all items that are provided through a certified diverse supplier.
- (b) The certified diverse supplier must hold a current certificate from the National Minority Supplier Development Council, Veterans Administration or Women Business Enterprise National Council, as applicable

- (c) If qualified certified diverse suppliers do not meet the delivery, quality, and other performance measures specified by Seller and Buyer, Seller must notify Buyer within 30 days to implement a mutually acceptable alternative.
- (d) Seller must provide Buyer with a summary report at the end of each month to Buyer's Director of Supplier Diversity for the products purchased from certified diverse suppliers under this order.

26. Product Stewardship Requirements:

Seller must comply itself, and must cause its suppliers to comply with all Product Stewardship Requirements that are applicable to the items delivered under this order, as a result of the place the items are created or delivered to Buyer or the ultimate place Buyer's own products or its customers' products are sold or used.

- (a) Product Stewardship Requirements include, but are not limited to:
 - (1) All applicable standards, laws, and regulations concerning chemical composition, labeling, recycling, packaging and product end-of-life disposal, including, but not limited to: the International Material Data System (IMDS) system, the European Union Waste Electrical and Electronic (WEEE) Directive, the European Union Restriction of Hazardous Substances (RoHS) Directive, the European Union End-of-Life Vehicle (ELV) Directive, the European Union Registration, Evaluation and Authorization of Chemicals (REACH) regulation, the European Union Batteries and Accumulators and Waste Batteries and Accumulators Directive, their respective revisions, their national implementations, amendments or successor systems, and their equivalents in other jurisdictions;
 - (2) All applicable standards, laws, and regulations concerning product design for safety, energy and resource efficiency, and recyclability, including associated product marking and labeling requirements;
 - (3) All applicable standards, laws and regulations concerning product packaging and transportation, including but not limited to: regulations of the U.S. Department of Transportation concerning transportation of hazardous materials, including, but not limited to, training of personnel, packaging, marking, labeling, documenting, placarding, and responding to emergencies, the International Maritime Organization and the International Air Transport Association and their respective revisions, amendments or successor systems, and their equivalents in other jurisdictions; and
 - (4) Any requirement of Buyer or Buyer's customer(s) concerning the chemical composition, design, labeling, recycling, packaging and end-of-life of any item provided to Buyer by Seller under this order, including but not limited to use restrictions or bans on certain substances.
- (b) Product Stewardship Requirements include, but are not limited to, Seller doing each of the following at its sole cost and expense, if required by any Product Stewardship Requirements:
 - (1) Identifying the chemical composition of each item provided to Buyer by Seller including the chemical names and quantities contained in the item;
 - (2) Immediately providing Buyer with documentation in the format specified by Buyer of the chemical composition of the items provided to Buyer under this order together with sufficient information to allow safe use of the items, and updated documentation to Buyer in the event of any changes to the item;
 - (3) Eliminating certain regulated substances used in, with, or in connection with the items provided under this order;
 - (4) Pre-registering, registering with, or notifying the regulatory agencies with respect to the chemical composition of the items provided by Seller under this order;
 - (5) If requested by Buyer, providing Buyer with evidence (including analytical test reports) that the items provided to Buyer under this order comply with Product Stewardship Requirements;
 - (6) If any Product Stewardship Requirements prohibit the delivery to Buyer of the items to be provided under this order, immediately informing Buyer and proposing an alternate solution to ensure the continuity of supply to Buyer in compliance with Product Stewardship Requirements and this order; and
 - (7) Cooperating with Buyer in evaluating the item's environmental and sustainability aspects and impacts throughout its life-cycle in accordance with international standards, including its repair, maintenance and end-of-life disposal. Upon Buyer's reasonable request, Seller will provide Buyer with data, information and documents evidencing Seller's support of the foregoing efforts and, to the extent not otherwise business confidential, the parties will share associated life-cycle data and analyses.

27. Notices:

The parties must submit any notice under this order in writing. Any notice delivered as provided in this Section is effective upon receipt by a party. In addition to sending notice to the ship to address on this order, all notices to Buyer must be sent

to Eaton Corporation, 1000 Eaton Boulevard, Cleveland, Ohio 44122, attention: Office of the Secretary. Notices to Seller may be sent to the address of Seller specified in this order. A party may change its notice address by notice to the other party. All notices must be delivered:

- (a) Personally,
- (b) By registered or certified mail, return receipt requested, postage prepaid, or
- (c) By e-mail if either of the other methods is also used.

28. Publicity:

Neither party may use the trade names and trademarks of the other party, its subsidiaries, or affiliates in any oral or written communication to a third party, including any sales or marketing publication or advertisement, without the other party's prior written consent.

29. Small Business Certification:

If Supplier believes it qualifies as a historically underutilized business zone small business concern or a small business concern owned and controlled by a minority, woman, or veteran it may present documentation to Buyer showing its qualifications. If Supplier intentionally or negligently misstates, misrepresents, or mis-certifies its qualification it may be subject to civil and criminal penalties. Seller must indemnify Buyer for any Claims against Buyer as a result of Seller's misstatement, misrepresentation or mis-certification of its qualification.

30. Federal Acquisition Regulation (FAR):

If this order contains a U.S. Government Prime Contract Number or if any of the items to be supplied under this order are to be used on a U.S. Government contract, the FAR and/or DFARS clauses listed at: [Link to Eaton's FAR and DFARS Flow Downs](#) (the "Flow-Downs") are incorporated herein by reference and made part of these terms and conditions. Unless specified otherwise, the term "Contractor" will mean "Seller," the term "Contract" will mean "Order," and the term "subcontractor" will mean Seller's subcontractors. Seller agrees to negotiate with Buyer to incorporate additional provisions beyond those identified in the Flow-Downs or to change provisions as Buyer reasonably deems necessary to comply with the applicable government contract. Seller shall accept mandatory flow-down clauses at no additional cost to Buyer.

31. EHS Requirements:

For services performed at Buyer's locations, customers' locations or other project sites, Seller (and its employees, agents and subcontractors) must:

- (a) Take all required precautions relating to environmental, safety and health ("EHS") with respect to the services, including compliance with all applicable legal requirements, Buyer's Safety Policy and EHS Handbook (available at <http://www.eaton.com/us/en-us/company/selling-to-eaton.html> incorporated into Eaton's Supplier Code of Conduct), and any additional site, project, or other specific health and safety requirements and protocols specified by Buyer ("Buyer's EHS Requirements," all of which are incorporated by reference herein).and
- (b) In the event that Seller fails to comply with Buyer's EHS Requirements, Buyer reserves the right to require Seller to stop the services and remove its employees, agents and subcontractors from the location until Seller has taken appropriate corrective actions. Seller shall be solely responsible for all costs, liabilities and claims associated with such stoppage, and shall not charge Buyer for any resulting stoppages. The rights and remedies of Buyer in this Section are in addition to, and not in lieu of, Buyer's other rights and remedies under the order (including termination of the order).