

# Purchase Order Terms and Conditions

## 1. COMPLETE AGREEMENT

These Purchase Order Terms and Conditions shall apply to each purchase order ("**Order**") submitted by a SCHOTT company to a supplier ("**Supplier**"). These Purchase Order Terms and Conditions and the Order (collectively, the "**Purchase Order**") shall become a binding agreement by and between Supplier and the SCHOTT company named on the Order ("**SCHOTT**") upon the earlier of Supplier acknowledging acceptance of the Purchase Order and Supplier commencing performance of the Purchase Order. The Purchase Order together with the specifications, drawings, documents, any supplemental terms referred to in the Purchase Order, and any other documents agreed to in writing by SCHOTT and Supplier (the "**Parties**") are incorporated by reference and constitute the entire agreement between the Parties. All prior negotiations, proposals and writings pertaining to the Purchase Order or the subject matter hereof are superseded. Any reference to Supplier's quotation, bid or proposal does not imply SCHOTT's acceptance of any term, condition or instruction contained in such document.

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 Trade custom and trade usage are superseded by the Purchase Order and shall not be applicable in the interpretation of the Purchase Order.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

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

## 2. TITLE

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

## 3. RESERVATION OF RIGHTS

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

#### **4. WAIVER**

SCHOTT's failure to (a) insist on the performance of any term, conditions or instruction, or (b) exercise any right or privilege or its waiver of any breach, does not waive any such term, condition, instruction, right or privilege.

#### **5. PRICE; PAYMENT**

The Purchase Order may not be filled at prices higher than shown in the Purchase Order without the prior written approval of SCHOTT. If no price is shown on the Purchase Order, then Supplier shall (a) furnish the goods or services at the lower of the last price quoted by Supplier, last purchase price or price paid by SCHOTT, or the prevailing market price, or (b) notify and obtain the written approval of SCHOTT before proceeding with the Purchase Order. Supplier shall not charge SCHOTT more for the goods and services than Supplier charges other customers for the same or similar goods or services. Unless otherwise agreed to in writing by SCHOTT, SCHOTT is not required to pay, and Supplier shall not invoice SCHOTT, for any (x) goods until after they are received and accepted by SCHOTT or (y) services until after they are completed by Supplier and accepted by SCHOTT. After receipt of Supplier's invoice, SCHOTT shall make payment in accordance with the payment terms specified in SCHOTT's Purchase Order or, if no payment terms are specified, within sixty (60) days of SCHOTT's receipt of Supplier's invoice. SCHOTT may withhold payment, in whole or in part, if any goods or services are nonconforming or incomplete. Payment by SCHOTT shall not constitute any agreement by SCHOTT that goods or services are conforming to the requirements of the Purchase Order or waive any rights or claims of SCHOTT 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 that are expressly imposed by law on SCHOTT and which Supplier is required by law to collect from SCHOTT. Supplier 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, shipment or use of any goods or on the services covered by the Purchase Order.

#### **8. EXTRAS**

Charges for extra goods or services, or expenses must be approved in writing by SCHOTT's purchasing department before being incurred.

#### **9. PACKING SLIPS**

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

#### **10. NO PACKING AND TRANSPORTATION CHARGES OR OTHER SURCHARGES**

Charges for packing, boxing, storage, cartage, insurance or transportation or other surcharges of any kind are not allowed unless otherwise stated in the Purchase Order.

#### **11. INSPECTION**

Goods purchased under the Purchase Order are subject to SCHOTT's reasonable inspection, testing and approval at SCHOTT's destination, or at any time and place prior to delivery by SCHOTT (or its customers when required by SCHOTT). Notwithstanding prior payment, if inspection or use of the goods reveals that they are not in accordance with the Purchase Order or Supplier's representations or warranties, express or implied, in addition to any other rights it may have in law or equity, SCHOTT may reject or revoke acceptance, return any goods for full credit or cash refund (at its option), and cancel any remaining unshipped portion of the Purchase 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 Supplier's expense, including transportation and handling.

#### **12. WARRANTIES**

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

conform to the Purchase Order and to specifications, drawings and other descriptions and requirements referenced in the 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 SCHOTT, and shall be fit for sale or use for SCHOTT's intended purposes. Supplier 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 Supplier has obtained the necessary government permits, approvals and certifications for the goods or services. Supplier 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.

At SCHOTT's option and Supplier's expense, including without limitation, costs of removal, packing, transportation and reinstallation, Supplier shall repair, replace or refund the purchase price paid for, any goods and services failing to conform to the requirements of the Purchase Order or any Supplier warranty within the later of (a) thirty-six (36) months after Supplier's completion of the services or delivery of the goods, and (b) the period of any Supplier written warranty. SCHOTT may charge Supplier at any time for repairs, replacements or other remedial measures made by or on behalf of SCHOTT to correct a failure to meet the requirements of the Purchase Order or any warranty when Supplier has been given notice of such failure and has failed to take prompt and effective action to correct the failure in accordance with this Section 12. Supplier shall also be responsible to SCHOTT for any damages (including any direct, indirect, incidental or consequential damages), claims (including claims of SCHOTT, SCHOTT's customers or other third parties claiming against SCHOTT), costs or expenses incurred by SCHOTT resulting from Supplier's failure to meet the requirements of the Purchase Order or breach of warranty. The foregoing warranties and obligations shall also apply to any repaired, replaced or corrected goods and services.

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

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

### **13. RECALL**

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

### **14. INDEMNIFICATION**

Supplier shall indemnify, defend, and hold harmless SCHOTT, 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 SCHOTT or SCHOTT's customers), liability, damages (including but not limited to any indirect, incidental or consequential damages), bodily injury or death to persons, property damage, losses, penalties, costs and expenses, including attorney's fees, incurred by or claimed against 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 the 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 Supplier 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; (f) recall of the goods as set forth in Section 13; (g) any and all claims, demands, liens, restrictions, security interests, and encumbrances of suppliers or workmen or subcontractors of Supplier who are providing services, labor, equipment or materials in an way related to the Purchase Order; (h) Supplier's failure to comply with any of the terms of the Purchase Order; or (i) Supplier's failure to comply with any applicable governmental laws or regulations.

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

option and Supplier's cost and expense, Supplier shall (a) procure for SCHOTT the right to continue to use the goods, (b) replace the goods with substantially equivalent goods, (c) modify the goods so as to be useable by SCHOTT or (d) repurchase the goods at the price set forth in the Purchase Order. This Section 14 shall not be construed to indemnify SCHOTT for any loss to the extent it is attributable to SCHOTT's design, specification or negligence.

#### **15. INSURANCE**

In addition to any other insurance that SCHOTT may require of Supplier, Supplier shall obtain and keep in force during Supplier's performance of the Purchase Order and for three (3) years after the last delivery of goods or completion of services under the Purchase Order:

- a) comprehensive general liability (CGL) insurance covering each occurrence of bodily injury, personal injury, and property damage in an amount of not less than \$1 million per occurrence and \$2 million aggregate (or any other amount SCHOTT may indicate in the Purchase Order) combined single limit with special endorsements providing coverage for (i) products and completed operations liability; (ii) blanket broad form vendor's liability, and (iii) blanket contractual liability, and umbrella liability insurance with limits not less than \$2 million. The CGL insurance shall cover both Supplier and Supplier's subcontractors; and
- b) If Supplier is providing services under the Purchase Order on SCHOTT's premises, Supplier's CGL insurance including coverage for construction and completed operations and workers' compensation, employer's liability and automotive liability Insurance coverage with limits of at least \$1 million; and
- c) If Supplier is providing professional services, professional errors and omissions insurance in an amount not less than \$1 million (or any other amount SCHOTT may indicate in the Purchase Order).

All insurance shall have a minimum thirty (30) days' notice of cancellation endorsement with a minimum of ten (10) days' notice for non-payment, and a waiver of subrogation language, and shall name SCHOTT as an additional insured, all of which must be evident on the certificate of insurance furnished by Supplier to SCHOTT on SCHOTT's request.

#### **16. RISK OF LOSS**

Supplier shall bear the risk of loss or damage to the goods covered by this Order until they are delivered to SCHOTT at SCHOTT's selected destination unless specified otherwise in a supply agreement between Supplier and SCHOTT.

#### **17. SCHOTT FURNISHED MATERIAL**

Supplier shall not use, reproduce or appropriate for anyone other than SCHOTT any material, tooling, dies, equipment, patterns, printing plates, blueprints, drawing, designs or other property or information furnished or paid for by SCHOTT ("**SCHOTT Material**") without SCHOTT's prior written approval. Title to all SCHOTT Material remains in SCHOTT at all times and where practicable SCHOTT Material shall be clearly marked or tagged to indicate SCHOTT's ownership. Supplier shall use any SCHOTT Material at its own risk. SCHOTT makes no warranties of any nature with respect to any SCHOTT Material, which is furnished "As Is." Supplier shall at its own cost store and maintain all SCHOTT Material in good condition and repair. Supplier shall bear the risk of loss or damage to the SCHOTT Material until it is returned to SCHOTT. Supplier agrees to hold in confidence and to use SCHOTT 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 SCHOTT or in SCHOTT's possession and disclosed to Supplier as a result of the Purchase Order (together with SCHOTT Material, "**SCHOTT Information**") only for the benefit of SCHOTT, and only to the extent necessary to fulfill the Purchase Order for SCHOTT. Until SCHOTT Information has been lawfully published or disclosed to the general public, Supplier agrees not to use or disclose SCHOTT Information to others and then only with SCHOTT's prior written consent. Supplier agrees not to copy, reproduce, reverse engineer, disassemble, analyze the composition of, or decompile any SCHOTT Information disclosed to Supplier without the express written consent of the SCHOTT. All SCHOTT Information, whether or not spoiled or used, shall be immediately returned to SCHOTT at any time when requested by SCHOTT or at termination or completion of the Purchase Order, unless SCHOTT shall otherwise direct. Supplier agrees that SCHOTT shall have the right at any time upon notice to Supplier to enter Supplier's premises and to remove SCHOTT Information.

#### **18. REFERENCES TO SCHOTT**

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

#### **19. USE OF SUPPLIER'S INFORMATION**

All information disclosed to SCHOTT by Supplier in connection with the Purchase Order is furnished as part of the consideration for SCHOTT's placement of the Purchase Order. Unless there is a written confidentiality agreement in place between SCHOTT and Supplier covering Supplier information, then Supplier's information shall not be treated as confidential or proprietary, and no claim will be asserted against SCHOTT, its affiliates, assigns or customers for its disclosure or use.

#### **20. CANCELLATION FOR DEFAULT**

If Supplier shall be adjudged bankrupt, makes a general assignment for the benefit of its creditors, a receiver is appointed on account of Supplier's insolvency or Supplier is in default of any provisions or requirement of the Purchase Order, SCHOTT, with written notice to Supplier, may cancel further performance by Supplier under the Purchase Order without prejudice to any other rights or remedies which SCHOTT may have at law or equity, and without further liability or obligation to Supplier. In the event of cancellation pursuant to this Section 20, without waiving or limiting any other right or remedy that SCHOTT may have at law or in equity, SCHOTT may complete the performance of the Purchase Order by such means as SCHOTT selects, and Supplier shall be responsible for any additional costs incurred by SCHOTT in doing so. Supplier shall deliver or assign to SCHOTT any work in progress at SCHOTT's request, and any amounts due Supplier for goods and services completed by Supplier in full compliance with the terms of the Purchase Order prior to such cancellation shall be subject to set off of SCHOTT's additional costs and expenses of completing the Purchase Order and other damages incurred by SCHOTT as a result of Supplier's default. SCHOTT's waiver of any default by Supplier may only occur in a writing signed by SCHOTT and any such waiver shall not be considered SCHOTT's waiver of any provision of the Purchase Order or of any subsequent default by Supplier.

#### **21. TERMINATION FOR CONVENIENCE**

SCHOTT may terminate for its convenience further performance of the Purchase Order at any time by written notice to Supplier. On the date of such termination stated in the notice, Supplier shall (a) discontinue all work pertaining to the Purchase Order, (b) not place additional material or component orders supporting SCHOTT's Purchase Order, (c) preserve and protect materials on hand purchased for or committed to the Purchase Order, work in progress, and completed work in Supplier's and its supplier's plants and SCHOTT's facilities pending SCHOTT's instructions, and dispose of the same in accordance with SCHOTT's instructions. On termination for convenience, payment to Supplier or refund to SCHOTT, if any, shall be promptly and mutually agreed to by the Parties based on that portion of the Purchase Order satisfactorily performed until the date of termination, including reimbursement for reasonable and necessary expenses resulting from the termination, as substantiated by documentation satisfactory to and verified by SCHOTT, disposition of work and materials on hand and amounts previously paid by SCHOTT. Supplier 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 SCHOTT's only liability and Supplier's exclusive remedy in the event SCHOTT terminates the Purchase Order for convenience. Such payment by SCHOTT in any event shall not exceed the contract price for the goods or services specified in the Purchase Order that are the subject of SCHOTT's termination for convenience.

#### **22. SET-OFF**

Any SCHOTT claim against Supplier or any of its related entities arising out of this or any other transaction may be set off by SCHOTT against money due Supplier under the Purchase Order.

#### **23. PERFORMANCE; DELAYS; FORCE MAJEURE**

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

because of a Force Majeure Event where alternate sources of supply of materials, goods, or services are available. In no event shall Supplier be entitled to claim a Force Majeure Event for any delays or failures in performance due to breakdowns, malfunctions or failures of equipment, machinery or other items used by Supplier or its suppliers in performance of Supplier's obligations under the Purchase Order. Acts of God, acts of civil or military authority, epidemics, war, riot, strikes, or any other causes beyond the reasonable control of SCHOTT that affect the SCHOTT's ability to receive or use or sell the goods or services ordered shall constitute valid ground for SCHOTT's suspension of performance or cancellation of the Purchase Order, upon written notification to the Supplier, and without penalty or liability to SCHOTT.

#### **24. ASSIGNMENT**

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

#### **25. CHANGES**

SCHOTT 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), and time, place and method of delivery, for goods or services covered by the Purchase Order (each a "Change"). If Supplier believes that a Change affects the price or delivery date for such goods or services, (a) Supplier shall notify SCHOTT in writing (with adequate supporting documentation) within five (5) calendar days after receipt of the Change; (b) Supplier shall suspend performance of the Change unless SCHOTT provides a written release directing Supplier to perform the Change; and (c) the Parties shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date to reflect the effect of the Change. Supplier's request for any adjustments shall be deemed waived unless submitted in writing within five (5) calendar days after Supplier receives direction to make such changes. Supplier shall not suspend performance of the unaffected portion of the Purchase Order while SCHOTT and Supplier are in the process of making Changes and any related adjustments or at any time thereafter unless so instructed in writing by SCHOTT. If Seller releases Seller in writing, Supplier shall comply with and perform the applicable Change in accordance with the terms of the Purchase Order while the Parties mutually agree upon an equitable adjustment. No substitutions shall be made in the Purchase Order without prior written authority of SCHOTT. All agreements or understandings modifying the terms and condition of the Purchase Order or providing extra compensation must be in writing and signed by SCHOTT.

#### **26. LAWS AND REGULATIONS**

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

#### **27. GOVERNING LAW**

The 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. Supplier hereby submits to the exclusive 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 the Purchase Order or the performance thereof; provided, however, that SCHOTT may bring an action against Supplier arising from or related to the Purchase Order in any court of competent jurisdiction located in the state of SCHOTT's or Supplier's place of business.

#### **28. SAFETY AND HEALTH**

Supplier 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 Supplier's work under the Purchase Order.

## 29. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Purchase Order, the Supplier 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 and Supplier shall comply with the provisions as applicable to the Purchase Order.

**Supplier 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.**

Supplier 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 National Labor Relations Act 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) Seller acknowledges that it is United States policy 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 ("**Small Business Policy**").

(b) Supplier hereby agrees to carry out the Small Business Policy in the awarding of subcontracts supporting SCHOTT's Purchase Order fully consistent with the efficient performance of the Purchase Order. Supplier 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 the Purchase 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 that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business at least 51% 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. Supplier 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) Supplier acting in good faith may rely on written representations by its subcontractors regarding their status as a small business concern or a disadvantaged business.

## 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 shown in the Purchase Order, [legal@us.schott.com](mailto:legal@us.schott.com) or to such other address as any party hereto may, from time to time, designate in writing. Notices shall be deemed effectively given upon receipt by the receiving party during normal business hours.

### **32. SEVERABILITY OF PROVISIONS**

In case any one or more of the provisions contained in the 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 intended effect of the invalid, illegal or unenforceable provision.

### **33. COMPLIANCE WITH SCHOTT'S CODE OF CONDUCT FOR SUPPLIERS**

SCHOTT's fundamental corporate values include integrity, reliability, and compliance with legal and ethical standards. SCHOTT has bound itself to these in its own Code of Conduct (see [SCHOTT Code of Conduct](#)). SCHOTT expects its suppliers to share these values and to comply with SCHOTT's Code of Conduct for Suppliers (see [Code of Conduct for Suppliers](#)). The [Code of Conduct for Suppliers](#) defines the minimum requirements that Supplier must meet in order to comply with these responsibilities. Supplier confirms that it has reviewed SCHOTT's [Code of Conduct for Suppliers](#). During the term of Supplier's performance of the Purchase Order, Supplier agrees that it and its employees, agents, representatives, and subcontractors shall comply at all times with SCHOTT's Code of Conduct for Suppliers, and where more stringent, the applicable laws and Supplier's own business conduct guidelines and policies. SCHOTT may deem violations of the [Code of Conduct for Suppliers](#) a material breach of the Purchase Order and, in such event, SCHOTT may terminate the Purchase Order immediately by written notice to Supplier. SCHOTT's [Code of Conduct for Suppliers](#) may be modified at any time by publication at the linked website addresses above or by written notice to Supplier. Supplier agrees to periodically review the web link above for any changes to these Codes of Conduct. The most current publication of these Codes of Conduct shall apply to Supplier.

### **34. CONFLICT MINERALS COMPLIANCE AND CERTIFICATION**

Supplier warrants and certifies that no "**Conflict Minerals**" as defined in Section 1502(e)(4) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, i.e. columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives (i.e. tantalum, tin, tungsten or gold), or any other mineral or its derivatives determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining country, that originated from Democratic Republic of the Congo or any adjoining countries (which means any country that shares an internationally recognized border with the Democratic Republic of the Congo and presently includes Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia), are contained in the goods that Supplier supplies to SCHOTT and that no Conflict Minerals were used in the manufacture of the goods.

### **35. C-TPAT COMPLIANCE AND CERTIFICATION**

Supplier acknowledges that SCHOTT is a participant in the Customs - Trade Partnership Against Terrorism ("**C-TPAT**") program of U.S. Customs and Border Protection ("**U.S. Customs**") and is required to comply with the latest security criteria of C-TPAT published by U.S. Customs at [C-TPAT](#) ("**C-TPAT Requirements**"). In order to enable SCHOTT to comply with C-TPAT Requirements, Supplier shall comply with the C-TPAT Requirements, as may be updated from time to time. Supplier shall provide SCHOTT with a written certification that it complies with C-TPAT Requirements or when it will be in compliance with the C-TPAT Requirements, and if Supplier is eligible to be C-TPAT or Authorized Economic Operator ("**AEO**") certified, a copy of valid documentation indicating that Supplier is a certified or validated C-TPAT or AEO participant. Acceptable certification can be submitted by completing the questionnaire at <https://www.surveymonkey.com/r/schottsupplier>. Upon SCHOTT's request, Supplier shall allow SCHOTT access to Supplier's facilities to verify Supplier's compliance with the C-TPAT Requirements.

### **36. FOOD AND DRUG GUARANTY**

If the Purchase 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), Supplier hereby guarantees that the article comprising each shipment or other delivery of Supplier to SCHOTT, 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 (the "**FDA Act**"), 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 FDA Act, and not an article, under the provision of Sections 404 and 505 of the FDA Act, that may not be introduced into interstate commerce.



**37. COUNTRY OF ORIGIN** – Supplier agrees that each good supplied to SCHOTT is made and manufactured in the United States or a “designated country” as defined in Federal Acquisition Regulation (FAR) 52.225-5 (48 CFR 52.225-5). Supplier shall be responsible for providing to SCHOTT accurate and timely information pertaining to the country and site of manufacture for each lot of goods shipped for purposes of both export/import declaration and for SCHOTT to contract with U.S. government agencies. Supplier shall mark all goods and/or packaging with correct country of origin markings, and shall include country of origin information on all commercial invoices sent with shipments of goods. Supplier shall further provide accurate Export Commodity Control Numbers (ECCNs) and US Census Bureau Schedule B and Harmonized Tariff codes in conformity with all applicable trade laws. The site of manufacture and/or country of origin of any goods shall not be changed by Supplier without SCHOTT's prior written consent.

**38. SCHOTT LIMITATION OF LIABILITY**

In no event shall SCHOTT's liability for any and all Supplier claims arising out of or related to the Purchase Order exceed in total the contract price of the Purchase Order. IN NO EVENT SHALL SCHOTT BE RESPONSIBLE TO SUPPLIER FOR ANY CLAIMS FOR LOST PROFITS, LOSS OF PRODUCTION, COST OF CAPITAL OR EQUIPMENT, DOWN TIME OR WORK STOPPAGE COSTS, LOSS OF GOOD WILL, LOSS OF CONTRACT OR BUSINESS, CLAIMS OF THIRD PARTIES OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR CLAIMS OF ANY KIND ON ANY THEORY OF LIABILITY ARISING FROM OR RELATED TO THE PURCHASE ORDER AND WHETHER OR NOT SCHOTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**39. ADDITIONAL TERMS FOR PURCHASE ORDERS SUPPORTING U.S. GOVERNMENT CONTRACTS AND SUBCONTRACTS**

If the Purchase Order is in support of a U.S. Government contract or subcontract, Supplier agrees that Supplier shall comply with the below terms and the following FAR (as in effect on the date of the Purchase Order; (see [FAR](#) for full text of references)), to the extent applicable to the 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 SCHOTT shall have access to and right to: (a) examine any of the Supplier's records that pertain to, and involve transactions relating to, the Purchase Order; and (b) interview any officer or employee regarding such transactions.

- 48 C.F.R. § 52.203-13 Contractor Code of Business Ethics and Conduct (Note: See paragraph (d) of this provision for applicability)
- 48 C.F.R. § 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Note: Applies if the Purchase Order is subject to funding under the Recovery Act)
- 48 C.F.R. § 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 48 C.F.R. § 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Note: See paragraph (c) of this provision for applicability)
- 48 C.F.R. § 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Section 1634 of Pub. L. 115-91)
- 48 C.F.R. § 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Section 889(a)(1)(A) of Pub. L. 115-232)
- 48 C.F.R. § 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Note: All provisions listed in 48 C.F.R. § 52.212-5(e)(1)).
- 48 C.F.R. § 52.219-8 Utilization of Small Business Concerns (Note: Applies if SCHOTT's Purchase Order exceeds \$700,000 (or \$1.5 million for construction of any public facility) and Supplier is not a small business concern)
- 48 C.F.R. § 52.222-21 Prohibition of Segregated Facilities
- 48 C.F.R. § 52.222-26 Equal Opportunity
- 48 C.F.R. § 52.222-35 Equal Opportunity for Veterans (Note: Applies if SCHOTT's Purchase Order equals or exceeds \$150,000)
- 48 C.F.R. § 52.222-36 Affirmative Action for Workers with Disabilities (Note: Applies if SCHOTT's Purchase Order exceeds \$15,000)
- 48 C.F.R. § 52.222-37 Employment Reports on Veterans (Note: Applies if SCHOTT's Purchase Order equals or exceeds \$150,000)

- 48 C.F.R. § 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Note: Applies if SCHOTT's Purchase Order exceeds \$10,000)
- 48 C.F.R. § 52.222-41 Service Contract Labor Standards (Note: Applies if SCHOTT'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)
- 48 C.F.R. § 52.222-50 Combating Trafficking in Persons
- 48 C.F.R. § 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)
- 48 C.F.R. § 52.222-62 Paid Sick Leave under Executive Order 13706 (Note: See paragraph (m) of this provision for applicability)
- 48 C.F.R. § 52.224-3, Privacy Training (Note: See paragraph (f) of this provision for applicability)
- 48 C.F.R. § 52.225-13 Restrictions on Certain Foreign Purchases
- 48 C.F.R. § 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Note: See paragraph (e) of this provision for applicability)
- 48 C.F.R. § 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Note: See paragraph (c) of this provision for applicability)
- 48 C.F.R. § 52.244-6 Subcontracts for Commercial Items (Note: All provisions listed therein)
- 48 C.F.R. § 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels (Note: See FAR 47.507(a) and paragraph (d) of this provision for applicability)

If the 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, Supplier agrees that Supplier shall comply with the following Defense Federal Acquisition Regulations (DFAR) provisions ((as in effect on the date of the Purchase Order); see [DFAR](#) for full text of references), to the extent applicable to the Purchase Order:

- 48 C.F.R. § 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 48 C.F.R. § 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.
- 48 C.F.R. § 252.223-7008 Prohibition of Hexavalent Chromium, if Subcontract is for supplies, maintenance and repair services, or construction materials
- 48 C.F.R. § 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals 252.225-7048 Export-Controlled Items
- 48 C.F.R. § 252.227-7015 Technical Data—Commercial Items, if applicable (see 227.7102-4)
- 48 C.F.R. § 252.227-7037 Validation of Restrictive Markings on Technical Data, if applicable (see 227.7102-4) 252.244-7000 Subcontracts for Commercial Items
- 48 C.F.R. § 252.246-7003 Notification of Potential Safety Issues (Note: See DFAR 246.371(a) for applicability)
- 48 C.F.R. § 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Note: See paragraph (e) of this provision for applicability)
- 48 C.F.R. § 252.247-7023 Transportation of Supplies by Sea (Note: Applies if SCHOTT'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)
- 48 C.F.R. § 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/DFAR clauses "Contractor" shall mean Supplier, "Contract" shall mean the Purchase Order, and "Government," "Contracting Officer," and equivalent terms shall mean SCHOTT or the U.S. Government.

Supplier shall also comply with any other FAR or DFAR provisions expressly made applicable to the Purchase Order by SCHOTT in writing to Supplier.

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