# Hoosier Spring Company, Inc.

Supplier Quality Clauses, Supplement 1 Document SQC-1 Rev E Supplement 1 Dated 08/07/2019

# 1. Supplemental P.O. Conditions for Raw Material Purchases

### A. <u>Supplier Quality Clauses</u>

The supplier is required to comply with all of the applicable Supplier Quality Clauses listed on the purchase order. This document is a supplement to said clauses and is meant to further communicate specific requirements for the procurement of raw materials used in the production of HSC product. The following Clauses apply to <u>all raw material</u> <u>purchases</u>. Additional Clauses will be included on a case by case basis. Refer to SQC-1 (latest revision):

| 1A thru 1J | Standard Quality Clauses             |
|------------|--------------------------------------|
| 3          | Raw Material Certifications          |
| 4          | Pref. for Domestic Specialty Metals  |
| 13         | Nonconforming Material               |
| 23         | Protection of Product During Transit |
| 24         | Mercury Free Statement               |
| 27         | False & Fraud                        |

#### B. <u>Material Test Results</u>

Unless otherwise agreed upon in writing or otherwise stated on the P.O., the supplier shall provide test report(s) indicating compliance to all chemical and physical requirements specified in the raw material specification referenced on the purchase order. Material may be subject to return at the supplier's expense along with complete reimbursement for any monies paid to supplier for noncompliance's discovered upon receipt or at any point during the product realization process.

#### C. <u>Raw Material Quality</u>

- Unless otherwise specified on the purchase order or noted material specification, wire diameter tolerance shall be +/- .001"
- Material shall be free from defects such as laps, seams, tears and handling damage
- Material shall not be welded

 Non-corrosive materials shall not be contaminated with free or embedded iron as a result of mishandling or improper processing

# D. <u>Legal</u>

The seller agrees to defend, at supplier's expense, every suit brought against the buyer or those selling or using products of the buyer for any alleged infringement of any patent by reason of sale or use of material covered by this purchase order (provided that the seller is notified of such suit and furnished all papers therein) and the seller agrees to pay all costs, damages and profits recoverable in any such suit.

#### E. Order Acknowledgment

This order must be immediately acknowledged, confirming agreed upon delivery dates, pricing, quantity (weight), terms and conditions, supplier quality clauses and any other condition(s) of purchase.

# F. <u>Delivery</u>

Freight shall be prepaid if sold F.O.B > destination. Material shall be protected so as to prevent damage during transit.

# G. Payment Terms

HSC shall only pay for the amount of material stated on the purchase order. Overages beyond 10% may not be accepted and paid for by HSC unless otherwise agreed upon in writing. Supplier must receive authorization from HSC to supply material in access of that which has been ordered. Payment terms shall be sixty (60) days from receipt and acceptance of the raw material and all certifications / test reports. Certification / test report errors and/or omissions must be corrected and provided to HSC immediately. Payment shall be withheld until HSC is in receipt of all required documentation. Refer to SQC's 1B and 3 for certification requirements.

#### H. <u>Conflict Minerals Compliance Policy</u>

- a) Supplier agrees that it will provide Hoosier Spring Company (HSC) with the information in compliance with requirements of Section 1502 of the Dodd-Frank Act ("the Conflict Minerals Law")
  - To determine and disclose whether any tantalum, tungsten, tin or gold (conflict minerals) necessary to the functionality or production of the Buyer's products originated from the Democratic Republic of the Congo (DRC) or adjoining countries, and
  - If any Conflict Minerals did originate in the DRC or an adjoining country, to disclose the due diligence measures Buyer has taken to identify the source of the Conflict Minerals used in its products.
- b) Supplier agrees to cooperate with Hoosier Spring Company (HSC) to perform reasonable due diligence investigations to determine the existence and origin of Conflict Minerals contained in any products, parts or materials delivered to HSC under this agreement. Such due diligence may include but shall not be limited to assisting HSC in conducting a "Reasonable country of origin inquiry" on such Conflict Minerals or completing and submitting to HSC such questionnaires or approved templates relating to the origin of Conflict Minerals contained in Seller's products, as requested by HSC and its customers.
- c) Supplier agrees that any items supplied pursuant to this Purchase Order which contain tantalum, tungsten, tin or gold ("Conflict Minerals") will be supplied in conformance with HSC Conflict Minerals Policy, a copy of which is posted on HSC's website <u>www.hoosierspring.com</u>. When requested, Supplier shall provide HSC with all relevant information showing the source of such conflict minerals and shall otherwise cooperate with HSC from time to time, at no additional costs to HSC.

(Omitted Intentionally)

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J.

#### Full Specification Testing Reports

Supplier to provide an independent test report from a GE S400 accredited materials testing laboratory. The report must validate all material specification requirements and accompany all relevant material certifications.

#### K. <u>Tensile Test Reports</u>

Supplier to provide an independent test report from an A2LA accredited materials testing laboratory. The report must validate all aged tensile as specified in the applicable material specification and shall accompany all relevant material certifications.

# L. <u>REACH</u>

Supplier shall fully cooperate with Buyer to fulfil all obligations under REACH including: (i) Supplier shall deliver products to Buyer that do not contain any substances that are prohibited under such REACH regulations or that require registration and have not been duly registered under REACH; (ii) Supplier shall notify buyer of any REACH substances of very high concern (SVCH) exceeding 0.1% by weight of the individual article being supplied by Supplier and shall only deliver Components that contain SVHC (a) that have been authorized for their specific use or (b) the relevant use of which is exempted from authorization: (iii) Supplier shall submit to Buyer duly completed Material Declaration Forms and , to the extent necessary, Safety Data Sheets and/or Safety information; (iv) Upon request, Supplier shall provide all information showing that Supplier has fulfilled its obligation under REACH (including registration and preregistration numbers of the relevant substances); (v) Supplier shall comply with the obligations stipulated in REACH related to the identification, notification and/or authorization of substances appearing on

the Candidate List or the Authorization List to the ECHA; (vi) Supplier shall comply with the obligations stipulated in REACH related to the restrictions of substances as set out in REACH; and (vii) Supplier shall comply with the obligations relating to the classification, labeling and packaging of products as set out in Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labeling and packaging of substances and mixtures.

# M. <u>RoHS</u>

Must be RoHS Compliant per RoHS Directive 2011/65/EU.