

A - SUPPLIER ON-SITE CODE OF CONDUCT

All representatives, employees, agents, visitors, vendors, or contractors of any supplier (collectively, "Company") on Buyer's or its Affiliates' (individually or collectively, "Buyer") premises agree to conduct activities in a safe manner and to release Buyer and its Affiliates from all liability for any injury or damage to Company or any property while in or about said premises. Company also agrees to the following rules:

1. All Company visits require the approval of the appropriate SC/Purchasing Department.
2. Safety glasses, hearing protection, and other safety equipment **must** be worn in designated areas.
3. Smoking is permitted only in authorized areas.
4. Cameras and other recording devices are not permitted beyond the entry gate/point.
5. Travel within the plant is limited to going directly to and from destination.
6. Company may not disclose any confidential or proprietary information that Company acquires during a visit or work at Buyer's or its Affiliates' premises. This information includes, but is not limited to, financials, business plans, new products being developed or tested, marketing or advertising strategies, engineering information, formulas, manufacturing processes and capacities, customer lists, price strategies, costs, quantities sold, information regarding personnel skills, compensation, organization charts, and costs of individual departments.

Violations of the above rules may result in immediate removal from Buyer's or its Affiliates' premises and loss of access to Buyer's or its Affiliates' premises. Buyer reserves the right, in addition to all other legal and contractual rights, to terminate its relationship with any Company found to be in violation of this code of conduct.

B - BUYER CO. CONTRACTOR CLAUSES

GENERALLY APPLICABLE CLAUSES

1. **Applicability** - The terms and conditions set forth herein shall apply to Buyer purchases and contracts (including service contracts) whenever these clauses are attached to or referenced by a purchase order or any other agreement between Company and Buyer. These terms and conditions are in addition to and supplement the terms and conditions set forth in any agreement between Buyer and Company or on any purchase order (collectively, "Agreement"), except to the extent that they are expressly modified in the body of the Agreement or on the face of the purchase order.
2. **Access** - Company must contact Buyer's Security Department prior to entering Buyer's premises. Buyer will designate the work site and provide access for Company and Company's designated employees, permitted agents, or permitted subcontractors. Company's employees, permitted agents, or permitted subcontractors are required to obtain and wear a Buyer-provided identification badge at all times when performing work or services at Buyer's premises. Company shall make its employees, permitted agents, and permitted subcontractors available to complete Buyer's requirements for issuing an identification badge.
3. **Assignment** - The Agreement may not be assigned and no subcontract may be let unless Company obtains Buyer's prior written approval, failing which Buyer may, without liability, exclude such subcontractor from Buyer's premises or from the work or services.
4. **Permits** - Company shall be responsible, except in case of work or services performed within Buyer's Illinois and Wisconsin plant facilities, for obtaining all building, use, and occupancy permits. Each party will maintain in effect during the term of the Agreement any and all federal, state, and/or local licenses and permits which may be required with respect to the respective business in which each party is engaged.
5. **Insurance** - Company and its permitted agents and permitted subcontractors shall carry the following insurances, which will protect both Company and Buyer from and pay on their behalf any claims (including claims by Buyer against Company and Company's permitted agents and permitted subcontractors) which may arise from any operations or

services performed under any Agreement, whether such operations or services are performed by Company, any subcontractor, Buyer, or their agents or employees:

A. Automobile. Commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit on vehicles owned, leased, or rented by Company and its permitted agents and permitted subcontractors while performing under the Agreement;

B. Workers' Compensation. Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed. Said policy must include a waiver of subrogation to Buyer;

C. Employer's Liability. Employer's liability insurance with a limit of not less than \$500,000 per accident;

D. General Liability. Commercial general liability insurance (including completed operations and contractual liability) with a limit of not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate. Said policy must include a waiver of subrogation to Buyer, Buyer shall be named as an additional insured under said policy, and said policy shall be primary and non-contributory to any such coverage maintained on behalf of Buyer. All insurance shall be placed with insurance carriers with an A.M. Best "A-" rating or higher; be on an occurrence basis and not claims made; and have worldwide coverage territory. Company will furnish Buyer with certificates evidencing such insurance coverage and shall provide Buyer with at least 30 days' notice of any cancelation or material changes. Buyer's failure to insist that Company furnish evidence of any required insurance shall not be construed as a waiver by Buyer of any obligation or liability of Company under the Agreement.

6. Indemnification - To the fullest extent permitted by law, Company shall indemnify, defend, and hold Buyer and its officers, agents, and employees harmless from all claims, losses, damages, injuries, liabilities, penalties, costs, and expenses of whatsoever kind or nature (including reasonable attorney's fees) howsoever the same may be caused ("Damages"): 1) resulting from the condition of Buyer's premises; 2) resulting directly or indirectly from the goods, work, or services covered by the Agreement; and/or 3) resulting directly or indirectly from Company's or Company's agent's or subcontractor's: a) negligence; b) misconduct, c) breach of Company's representations, warranties, or obligations; or d) failure to follow Buyer's instructions, whether oral or written; and, without limiting the generality of the foregoing, the same shall include injury or death to any person or persons (including Company's employees, permitted agents, and permitted subcontractors) and damage to any property, including that of Buyer. In the event Company, its agent's, subcontractor's, or employees are contributorily and/or comparatively at-fault or negligent, Company agrees to indemnify, defend, and hold Buyer harmless against Damages to the full extent of Company's, its agents', its subcontractor's, or its employee's proportion of fault, negligence, or culpability notwithstanding any worker's compensation immunity of Company. Company expressly waives its statutory immunity under any Workers Compensation Act with respect to Buyer only.

7. Safety - Company is responsible for maintaining a safe work environment and for complying with all safety rules and regulations which apply to the work being performed. Company shall be responsible for initiating, maintaining, and supervising all safety precautions and shall provide its employees and agents with all necessary safety equipment and training. It is Company's responsibility to contact Buyer's Safety department in order to receive information regarding specific hazards in the work area.

8. Standards - The property, as created or modified by the goods, work, and/or services provided by Company, shall, when used and operated by Buyer as contemplated by the Agreement, comply with all applicable laws, regulations, permits, and standards, including, but not limited to, building codes, OSHA standards, and EPA regulations. Company shall indemnify, defend, and hold harmless Buyer from all claims arising out of such violations, whether such claims are brought by a private person or public agency, and shall promptly correct or abate such violations and pay any fines, penalties, and/or judgments against Buyer. The foregoing indemnification shall not apply to violations which arise out of the specifications, plans, and drawings provided by Buyer.

9. Specifications; Extras - Company certifies that it has read the specifications, plans and drawings provided by Buyer in connection with the goods, work and/or services to be provided to Buyer, that the same contain no ambiguities, and that it fully understands same. Where no specifications, plans, or drawings are provided, Company certifies that it has examined the premises or property and is fully aware of the scope and extent of the work or services involved. In either or both of the foregoing scenarios, Company agrees that the Agreement issued by Buyer correctly sets forth the work or services intended by the parties hereto, even though there may be a variance with the Company's quotation, and that no claim for extras will be made as a result of such variance or as a result of the misinterpretation by Company of the

specifications, plans, or drawings or of any part of the work or services involved. Company understands and it is agreed between it and Buyer that no claims for extras will be allowed under the Agreement unless the price for same have been previously agreed upon and authorized in writing by Buyer before the commencement of such work or services.

10. Liens - Payment under the Agreement may be withheld until satisfactory waivers of liens, releases of liens, or evidence of full payment is furnished from all subcontractors, materialmen, laborers, or others who might be entitled to a lien on the premises upon which the work or services is done or materials furnished under the Agreement for work or material furnished thereon.

11. Confidentiality - Company and its agents and subcontractors shall treat as confidential and not disclose to others during or subsequent to the term of the Agreement any information, including, but not limited to, Buyer's plans, programs, plants, processes, designs, products, new products, etc., which may come within its knowledge in the performance of the Agreement.

12. Severability/Validity - The provisions of this Agreement will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable and the remaining provisions will remain enforceable to the fullest extent permitted by law. The illegality, invalidity, or unenforceability of any provision hereof under the laws of any jurisdiction shall not affect its legality, validity, or enforceability under the laws of any other jurisdiction nor the legality, validity, or enforceability of any other provision. Notwithstanding anything to the contrary in this Agreement, the obligations of the parties set forth in this Agreement shall remain in effect without limitation as to time.

IN WITNESS WHEREOF, Company has executed this Agreement by its duly authorized officer as of the date set forth below.

Company:

By:

Name:

Title:

Date: