

# Vendor Documents

Designers and Manufacturers of Machines • Tools • Fixtures • Test Equipment

# **Vendor Requirements:**

Suppliers/Vendors are responsible for providing Lomar with Quality parts, On-time Delivery and any certifications, reports, packing lists, and shipping documents, requested by Lomar. Suppliers/Vendors are responsible to advise Lomar in advance of any price/delivery/specification changes.

## Parts/Material Rejections:

No substitution of materials is allowed unless written permission is issued by Lomar. All shipments that do not meet requirements and are rejected may be returned to Vendor at Vendors expense. Vendor may be charged for expenses incurred for handling, inspecting rejected shipments and/or labor incurred working on rejected parts.

## **Confidentiality:**

All documents, drawings, art work delivered to Vendor by Lomar remain Lomar's property and shall not be disclosed to others for any reason without written permission from Lomar.

#### Packing List:

A packing list and bill of lading (if applicable) must be enclosed with all shipments showing the purchase order number, quantity and description.

Packing lists for *dropped shipped* items from the manufacturers must be MARKED with the Purchase Order number, and must also be indicated on the UPS label reference line when using Lomar's UPS account number.

## Invoices:

Unless otherwise specified, invoices should be mailed to Lomar at the address shown on the purchase order.

135 Main Street, P.O. Box 128 Horton, MI 49246 U.S.A. Phone: (517) 563-8136 | Fax: (517) 563-8107 e-mail: sales@lomar.com | web site: www.lomar.com ISO 9001:2008

# **Premium Transportation:**

If it becomes necessary to comply with our required delivery date for the Vendor to ship by a more expensive mode than specified on the purchase order, the added shipping charge will be paid by the Vendor.

## **Conflict Free Policy:**

Lomar Machine & Tool Co. supports worldwide concerns with the metals mined in the conflict areas of the Democratic Republic of the Congo (DRC). We have implemented prompt attention in reference to the final rules to the Section 1502 of the Dodd Frank Wall Street Reform and Consumer Protection Act.

Our policy now requires certain entities of our supply chain partners to certify in writing that they do not knowingly procure from DRC. As of July 1st 2013, we have posted our conflict free policy on the Lomar website and have incorporated the policy into our purchase orders. If you have any questions regarding Lomar's actions towards supporting a Conflict Free Policy please contact Bill Wells at bill.wells@lomar.com or (517)-563-8136.

### Warranty:

Vendor expressly warrants that all goods and services supplied to Lomar by these purchase orders shall conform to the specifications, drawings or other description shall be fit and sufficient for the purpose intended, of good material and workmanship and free of defects. Inspection, or use of goods by Lomar shall not affect the Vendors's obligations under this warranty, and such warranty shall survive inspections and use. Vendor agrees to replace or correct promptly defects of any goods or services not conforming to the foregoing warranty without expense to Lomar.

This document is not all inclusive, but outlines the basic requirements for suppliers to Lomar Machine & Tool Co.

# <u>Supplied Materials Compliance Requirements:</u>

Seller must comply itself, and must cause its suppliers to comply with all Supplied Materials Compliance 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) Supplied Materials Compliance 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
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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-like of any item provided to Buyer by Seller under this order, including but not limited to use restrictions or bans on certain substances.
- (b) Supplied Materials Compliance Requirements include, but are not limited to, Seller doing each of the following at its sole cost and expense, if required by any Supplied Materials Compliance 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 Supplied Materials Compliance Requirements;
- (6) If any Supplied Materials Compliance Requirements prohibit the delivery to Buyer 135 Main Street, P.O. Box 128 Horton, MI 49246 U.S.A. Phone: (517) 563-8136 | Fax: (517) 563-8107 e-mail: sales@lomar.com | web site: www.lomar.com ISO 9001:2008

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 Supplied Materials Compliance 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.

# Survey:

Please take a moment to complete our Supplied Materials Compliance Requirements Survey found at the following web address: <a href="https://www.surveymonkey.com/r/2SQNKHM">https://www.surveymonkey.com/r/2SQNKHM</a>

Thank you for your participation.