

PO/PA: PARTS CONTAINING MDA
REQUIREMENT G17

SUBJECT TO REQUIREMENT C64, TERMS AND CONDITIONS, SUPPLIER ASSUMES ALL ENVIRONMENTAL, HEALTH AND SAFETY (EHS) OBLIGATIONS AND RISKS ASSOCIATED WITH USE OF TOXIC AND HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO MATERIALS CONTAINING METHYLENEDIANILINE (MDA), THE MANUFACTURING PROCESS UTILIZED FOR PRODUCTION OF THE ABOVE NAMED PART(S) AND ANY OTHER PART(S) SUBSEQUENTLY COVERED BY THIS AGREEMENT AND MANAGEMENT AND DISPOSAL OF WASTES GENERATED AS A RESULT OF SUCH ACTIVITIES, AS WELL AS FULL RESPONSIBILITY FOR COMPLIANCE WITH APPLICABLE EHS REQUIREMENTS UNDER THE LAW. SUPPLIER HAS REVIEWED MATERIAL SAFETY DATA SHEETS FOR MATERIALS CONTAINING MDA, IS AWARE OF RISKS ASSOCIATED WITH THE USE AND HANDLING OF THE MATERIALS CONTAINING MDA, AND SHALL IMPLEMENT THE NECESSARY ENGINEERING CONTROLS AND WORK PRACTICES TO SATISFY EHS REQUIREMENTS APPLICABLE TO THESE AND OTHER MANUFACTURING RELATED ACTIVITIES. PURCHASER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION CONCERNING EHS MATTERS AND PURCHASER ASSUMES NO RESPONSIBILITY OR OBLIGATION TOWARD SUPPLIER WITH RESPECT TO THE TOXIC OR HAZARDOUS MATERIALS, INCLUDING MATERIALS CONTAINING MDA, THE MANUFACTURING PROCESS UTILIZED FOR PRODUCTION OF THE ABOVE NAMED PART(S) AND ANY OTHER PART(S) SUBSEQUENTLY COVERED BY THIS AGREEMENT OR WITH RESPECT TO ANY SUPPORT, TRAINING, KNOW-HOW, OR OTHER INFORMATION OR ASSISTANCE WHICH PURCHASER MAY SHARE WITH SUPPLIER PURSUANT TO THIS AGREEMENT. PURCHASER SPECIFICALLY RECOMMENDS THAT SUPPLIER OBTAIN INDEPENDENT LEGAL AND TECHNICAL ADVICE REGARDING COMPLIANCE OBLIGATIONS AND MINIMIZATION OF RISKS TO HEALTH AND THE ENVIRONMENT THAT MAY BE ASSOCIATED WITH THE USE OF THE MATERIALS CONTAINING MDA AND/OR THE MANUFACTURING PROCESS.

SUBJECT TO REQUIREMENT C64, TERMS AND CONDITIONS, SUPPLIER AGREES TO HOLD PURCHASER HARMLESS FROM AND INDEMNIFY PURCHASER AGAINST ANY AND ALL LIABILITIES INCLUDING BUT NOT LIMITED TO CLAIMS, DEMANDS, COSTS (INCLUDING ATTORNEYS' AND CONSULTANTS' FEES AND COSTS), EXPENSES, DAMAGES, JUDGMENTS, SETTLEMENTS, PENALTIES, FINES AND LOSSES, AND INCLUDING ALL LIABILITIES RESULTING FROM CLAIMS OF RELEASES OF POLLUTANTS, CONTAMINATION OF OR DAMAGE TO THE WORKPLACE OR ENVIRONMENT, DEATH, BODILY INJURY AND DAMAGE TO OR LOSS OF VALUE OF ANY REAL OR PERSONAL PROPERTY, ARISING OUT OF OR RESULTING FROM ANY CLAIMS BROUGHT BY ANYONE NOT A PARTY TO THIS AGREEMENT IN CONNECTION WITH THE USE, BY SUPPLIER, ITS SUPPLIERS, AGENTS, OR EMPLOYEES, OR TOXIC OR HAZARDOUS MATERIALS, INCLUDING MATERIALS CONTAINING MDA, OR SUPPLIER'S CARRYING OUT OF THE MANUFACTURING PROCESS PURSUANT TO THIS AGREEMENT, INCLUDING THE MANAGEMENT AND DISPOSAL OF WASTES GENERATED AS A RESULT OF SUCH ACTIVITIES. FOR PURPOSES OF THIS PARAGRAPH, EMPLOYEES OF SUPPLIER AND PURCHASER ARE NOT PARTIES TO THIS AGREEMENT.