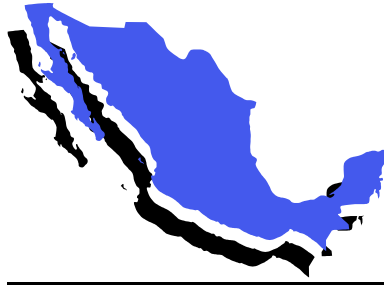


**JASCO PRODUCTS DE MEXICO**

**PURCHASE ORDER TERMS & CONDITIONS**

**SHIPPING GUIDE**

**June 2018**



**JASCO**

Jasco Products Company LLC  
10 E. Memorial Road  
Oklahoma City, OK 73114 U.S.A.

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## **Section 1: Purchase Order Terms & Conditions**

The vendor will receive a Purchase Order ("PO") from Jasco Products Company 'Jasco'.

**ACCEPTANCE AND TERMS AND CONDITIONS:** Vendor agrees to be bound by, and to comply with all the terms and conditions of a PO, including any supplements thereto, and all specifications and other documents referred to in the PO. Performance of the work called for hereby shall be deemed acceptance of the PO and all terms and conditions set forth herein. The PO does not constitute an acceptance by Jasco of any offer to sell, any quotation, or any proposal. Reference in the PO to any such offer to sell, quotation, or any proposal shall in no way constitute a modification of any of the terms and conditions of the PO. EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY JASCO, JASCO HEREBY OBJECTS TO AND REJECTS ANY ATTEMPTED ACKNOWLEDGEMENT OR ORDER ACCEPTED CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THE PO, WHETHER OR NOT MATERIALLY DIFFERENT THEREFROM, AND SUCH INCONSISTENT OR ADDITIONAL TERMS SHALL NOT BE BINDING UPON JASCO.

**ANTICIPATION OF DELIVERY SCHEDULE:** Unless otherwise agreed in writing, Vendor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Jasco's delivery schedule. It is the Vendor's responsibility to comply with Jasco's delivery schedule, but not to anticipate Jasco's requirements. Goods shipped to Jasco in advance of schedule may be returned to Vendor at Vendor's expense.

**INSPECTION AND REJECTION:** All goods covered by the PO shall be received subject to Jasco's right of inspection and rejection. Such right shall be extended to the Jasco's Customer (including the United States federal government, if applicable). Payment for goods delivered hereunder shall not constitute acceptance thereof, and all payments against documents shall be made with a reservation of rights by Jasco for defects, including, without limitation, defects apparent on the face thereof. Vendor shall provide and maintain inspection and process control systems acceptable to Jasco for production of the goods covered hereby. Records of all inspection work by Vendor shall be kept complete and available to Jasco during the performance of the PO or for such longer period as may be specified. When goods are made to Jasco's instructions, specifications or other requirements, Jasco may inspect such goods at Vendor's plant and any other place of manufacture during production without waiving its' right subsequently to reject or revoke acceptance of such goods for undiscovered or latent defects. Vendor, at its' expense, shall furnish, or cause to be furnished, facilities and assistance reasonably necessary to ensure the safety and convenience of each such inspection. Failure to inspect and accept or reject goods shall not relieve Vendor from any of its responsibilities hereunder. If any of the goods ordered hereunder are found at any time to not conform with the requirements of the PO, including any applicable samples, drawings or specifications, or to be defective in any design, workmanship or materials Jasco may, at its option, require Vendor to inspect the goods and remove and replace nonconforming goods with goods that conform to the PO. Jasco may also elect to inspect and sort goods if Vendor fails to timely inspect, remove and replace goods and charge Vendor for the cost of inspection. Jasco may also charge to Vendor all direct and indirect cost incurred by Jasco as a result of any nonconforming goods or delivery or an administrative fee in an amount reasonably related to such costs whether or not the goods are rejected by Jasco. The rights granted to Jasco in this paragraph are in addition to any other rights Jasco may have.

**CHANGES:** Jasco may at any time, in writing, make changes within the general scope of the PO. Changes in the PO shall be confirmed in writing.

**PRICE WARRANTY:** Vendor warrants that the prices for the goods delivered or sold hereunder are not less favorable than those currently extended to any other customer of Vendor for the same or similar goods in similar quantities. If Vendor reduces its price for such goods prior to final delivery of the goods to Jasco, Vendor shall reduce the price or prices in the PO in a corresponding manner.

**DELIVERY:** Shipments shall be made in the quantities and at the time or times specified in the PO. If the PO is identified as a blanket purchase order, or if no time for delivery is specified, the time for delivery shall be at the times and in the amount requested in a release or delivery schedule furnished by Jasco. Unless otherwise stated herein, time is of the essence. In addition to Jasco's other remedies, and without liability, Jasco reserves the right (i) to refuse and to return at Vendor's risk and expense, including, without limitation, warehouse or other storage costs and extra handling costs, any shipments made in excess of quantities ordered and

shipments made before or after the time or times specified in the PO or in releases or supplementary schedules furnished by Jasco: and (ii) if delivery is not made in the quantities and/or by the time or times specified, to take either or both of the preceding actions.



*Purchase Order Terms & Conditions/Shipping Guide (JPCDM)*

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**Section 1: Purchase Order Terms & Conditions (Continued)**

a) terminate this contract without liability by notice effective when received by Vendor and to purchase elsewhere and charge Vendor with any resultant loss, including, without limitation, consequential or incidental damages, unless deferred shipment has been authorized, or (b) direct Vendor to make expedited routings of goods, and the difference in cost between any such expedited routing and the PO routing costs shall be paid by Vendor. Vendor shall not, however, be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. If at any time Vendor has reason to believe that deliveries will not be made as scheduled it shall immediately give Jasco written notice setting forth the cause or causes of the anticipated delay. Only goods that are specified in the PO should be shipped. The vendor cannot substitute other goods or make changes to the PO without prior written authorization (in e-mail or fax) by Jasco's Purchasing Manager or Product Manager.

**TRANSPORTATION:** Unless otherwise stipulated on the face of the PO, goods covered by the PO shall be shipped "FOB" Port of Export, however, title to said goods passes to Jasco when the shipper drops the goods off at the specified location listed on Jasco's purchase orders. No charges for unauthorized transportation will be allowed. Any unauthorized shipment which will result in excess transportation charges must be fully prepaid by the Vendor.

**EXTRA CHARGES:** No extra charges of any kind including interest charges, service charges or carrying charges, will be allowed from Vendor unless specifically agreed to in writing by Jasco.

**WARRANTIES:** Vendor expressly warrants that all the goods and services covered by the PO will: (a) conform to any and all specifications, drawings, plans, instructions, samples or other descriptions, whether express or implied, furnished by Jasco or by the Vendor; (b) be fit and sufficient for the purpose(s) for which they were manufactured and sold and, if Vendor knows or has reason to know of any other particular purpose for which Jasco intends to use such goods, the goods will be fit for such particular purpose; (c) be new and merchantable; (d) be of good material and workmanship and free from defects, whether latent or patent; and (e) be free from any claim or any nature by any third person and that Vendor will convey clear title thereto to Jasco. The foregoing warranties shall survive Jasco's inspection, acceptance and use of the goods. Vendor hereby extends to Jasco any and all warranties received from Vendor's suppliers and agrees to enforce such warranties on Jasco's behalf. All Vendors warranties shall run to Jasco, its successors, assigns, customers and users of products sold by Jasco. Vendor agrees promptly to correct defects in any goods not conforming to the foregoing warranties, or to replace such goods, without expense to Jasco, when notified by Jasco, provided Jasco so elects. In the vent of Vendor's failure to correct or replace such defective or nonconforming goods, Jasco may, after reasonable notice to Vendor, make such correction or replacement at Vendor's expense.

The foregoing warranties and remedies shall be in addition to any warranties and remedies of additional scope herein or otherwise provided by Vendor to Jasco or provided by Law. In addition to the foregoing, Vendor shall indemnify and hold Jasco harmless from and against any and all damages, claims, liabilities and expenses (including court costs and attorneys' fees) arising out of or relating to or resulting in any way from a breach of any warranty, whether express or implied, or from any act or omission of Vendor, its officers, agents, employees or subcontractors.

**JASCO'S PROPERTY:** Unless otherwise agreed in writing, all tools, equipment or material furnished to Vendor by Jasco or specially paid for by Jasco, and any replacement thereof, or any materials affixed or attached thereto, shall be and remains the personal property of Jasco. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Vendor as "Property of Jasco Products Company" and shall be safely stored separate from Vendor's property. Vendor shall not substitute any property for Jasco's property and shall not use such property except in filling Jasco's orders. Such property while in Vendor's custody or control shall be held at Vendor's risk, shall be kept insured by Vendor at Vendor's expense in an amount equal to the replacement cost with loss payable to Jasco and shall be subject to removal at Jasco's written request, in which event Vendor shall prepare such property for shipment and shall redeliver to Jasco in the same condition as originally received by Vendor, reasonable wear and tear excepted, all at Vendor's expense.

## **Section 1: Purchase Order Terms & Conditions (Continued)**

**CONFIDENTIAL OR PROPRIETARY INFORMATION:** Any knowledge or information which the Vendor shall have disclosed or may hereafter disclose to Jasco, and which in any way relates to the goods or services covered by the PO and Jasco's Quality Procurement Specification (if any), shall not, unless otherwise specifically agreed to in writing by the Jasco, be deemed to be confidential or proprietary information, and shall be acquired by Jasco, free from any restrictions (other than a claim for patent infringement), as part of the consideration for the PO.

**INFORMATION:** Vendor shall keep confidential any technical, process or economic information derived from drawings, specifications, oral communication and other data furnished by Jasco in connection with the PO and shall not divulge, export. Or use, directly or indirectly, such information for the benefit of any other party without obtaining Jasco's prior written consent. Except as required for the efficient performance of the PO, Vendor shall not make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of Jasco.

**PATENTS:** Vendor shall be responsible for defending any allegation, claim, suit or proceeding asserted against Jasco or its customers that is based on a claim that any article or apparatus, or any part thereof constituting goods furnished under the PO, or Jasco's Quality Procurement Specification (if any), as well as any device or process resulting from the use thereof, constitutes as an infringement of any patent, if notified in writing and given authority, information, and assistance (at Vendor's expense) for the defense of same, and Vendor shall pay all damages, costs, attorneys fees, and settlements associated with any such allegation, claim, suit, or proceeding. Any monies owed under this provision may be deducted from payments for outstanding invoices. In case use of said article or apparatus, part or device is enjoined, Vendor shall, at its own expense and at its option, either procure for Jasco the right to continue using said article or apparatus, part or device, or replace same with a non-infringing equivalent, or remove said article or apparatus and refund the purchase price and the transportation and installation costs thereof.

**CANCELLATION WITH CAUSE:** Jasco shall have the right cancel the PO partially or entirely upon any of the following events: (a) Vendor's failure to provide goods which conform to the warranties provided herein or by law; (b) Vendor's failure to make deliveries as specified in the PO or as specified in Jasco's supplemental schedules; (c) Vendor's failure to comply with any other terms or conditions of the PO; (d) Vendor's insolvency; (e) Vendors filing of a voluntary petition in bankruptcy; (f) the filing of an involuntary petition to have Vendor bankrupt, provided it is not vacated within 30 days from the date of filing; (g) the appointment of a receiver or trustee for Vendor, provided such appointment is not vacated within 30 days from the date of such appointment; (h) the execution by Vendor of an assignment for the benefit of creditors. In the event of any such cancellation, Jasco, without prejudice to any other legal or equitable remedies available to it, shall have the right: (I) to refuse to accept delivery of any and all goods covered by the PO; (II) to return to Vendor any and all goods already accepted and to recover from Vendor all payments made for such goods (and for freight, storage, handling and other expenses incurred by Jasco in connection therewith); (III) to recover any advance payments to Vendor for undelivered or returned goods; and (IV) to purchase elsewhere and charge Vendor with any resultant losses, including, without limitation consequential or incidental damages; or (i) violation of any part of this Vendor Shipping Guide.

**CANCELLATION WITHOUT CAUSE AND SUSPENSION:** Jasco reserves the right to cancel the PO, in whole or in part, at any time, without cause or default on the part of Vendor. In the event of such cancellation, Vendor shall immediately stop all work hereunder, shall immediately cause any of its suppliers or subcontractors to cease such work, shall observe any instructions from Jasco as to work in progress and take such actions as may be reasonably necessary to protect any property of Jasco in possession of Vendor. Upon termination by Jasco under this Section, Jasco's sole obligation to Vendor shall be: (i) the PO price for all finished work and completed services which conform to the requirements of the PO; (ii) Vendor's actual costs of the work in process and parts specifically identified to the PO. In no event shall Jasco's obligation hereunder exceed that which Jasco would have had to Vendor in the absence of termination. Vendor also shall, upon Jasco's request, immediately suspend shipments of goods for reasonable periods of time. Jasco shall not be liable for any work done after notice of cancellation is given, for other costs that reasonably could have been avoided by Vendor or its suppliers or subcontractors, or for its failure to accept goods covered by the PO when such failure has resulted from causes beyond Jasco's reasonable control. In no event shall Jasco be liable to Vendor for any other amounts or adjustments, including, without limitation, consequential or incidental damages or lost profits, if any, exceed the aggregate price of the PO.

## Section 1: Purchase Order Terms & Conditions (Continued)

**INSOLVENCY:** If Vendor ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Vendor, or a receiver for Vendor is appointed or applied for, or an assignment for the benefit of creditors is made by the Vendor, Jasco may terminate the PO without liability.

**PUBLICATION:** Without Jasco's prior written permission, Vendor shall not advertise or publish the fact that Jasco has contracted to purchase goods or services from Vendor, disclose information relating to the PO, nor use the name of Jasco, or any of its customers in advertising or other publications.

**NON ASSIGNMENT:** Assignment of the PO (by any means, including by operation of law) or any interest therein or any payment due or to become due hereunder, without the written consent of Jasco, shall be void.

**SET-OFF:** Jasco shall be entitled at all times to set off any amount owing at any time from Vendor to Jasco or any of its affiliated companies against any amount payable at any time by Jasco to Vendor.

**WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The failure of Jasco to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor the right of Jasco thereafter to enforce each and every such provision.

**COMPLIANCE WITH LAWS:** Vendor agrees to comply with the applicable provisions of any federal, state, or local law or ordinance and all orders, rules, and regulations issued thereunder, and any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the contract resulting from acceptance of the PO. Acceptance of the PO by Vendor shall be deemed a certification that Vendor is in compliance with any and all requirements imposed by law, regulation or Executive Order upon prime contractors or subcontractors under contract with any government agency. Vendor acknowledges and agrees that its responsibility for compliance with laws includes, but is not limited to, compliance with all applicable environmental laws rules regulations and ordinances. Delivery of goods under the PO will constitute a certification by Vendor that such goods comply with all applicable federal and state packaging and labeling laws.

**BLANKET PURCHASE ORDER:** If the PO is identified on the face as a blanket order, it is issued to cover such portion of Jasco's goods or services listed on the face as Jasco may elect to purchase from time to time from Vendor. Unless expressly provided otherwise on the face, if Jasco elects to purchase from Vendor, an authorized representative of Jasco will request orally or in writing that Vendor make specific deliveries (or shipments) only in the quantities and at time specified by the authorized representative. Under no circumstances shall Jasco be under any obligation to Vendor for goods or services not specifically covered by a request of an authorized representative of Jasco.

**RELIANCE ON CERTAIN VENDOR FURNISHED INFORMATION:** Vendor acknowledges and agrees that Jasco will use and rely upon the specifications, drawings and other information furnished by Vendor to Jasco in developing and printing labels and other packaging (including packing slips and customs declarations) and selling material. Vendor will indemnify and hold Jasco harmless from any and all costs and damages suffered by Jasco as a result of any inaccuracies in any information furnished by Jasco by or on behalf of Vendor that Jasco uses or relies upon in designing or printing Jasco's labels and other packaging and selling material.

**CONFIRMATION OF THE PURCHASE ORDER:** Container Load Planning is very important for forecasting equipment and space with our carrier. A Pre Shipping Advise (See Attachment B) should be completed and returned to Jasco within 5 days of receipt of Jasco's purchase order. Any changes in the Pre-Shipping Advise after it is submitted must be reported to Jasco's Inbound Traffic Manager immediately.

## **Section 2: Vendor Code of Conduct**

Jasco Products Company LLC (“Jasco”) is committed to ensuring the working conditions in its supply chain are safe and that the rights and dignity of workers within its supply chain are protected, in addition to confirming that manufacturing processes followed by its vendors are environmentally responsible and conducted ethically. All vendors supplying products to Jasco are required to follow all applicable laws in their respective countries along with meeting the standards set forth in this Vendor Code of Conduct (“Code”), and be able to demonstrate their compliance at the request of Jasco. In that regard, this Code is expressly made part of all agreements entered into between Jasco and its Vendors. To better ensure ongoing compliance, Jasco expects all of its Vendors to have management systems in place to meet or exceed the requirements of all applicable laws, rules, regulations and this Code. The system should also promote the Vendor’s continuous improvement and ongoing compliance through regular educational updates to keep up with changing laws and regulations in all areas addressed by this Code.

Jasco also expects complete supply chain transparency and requires all of its Vendors and their suppliers and subcontractors to be prepared at all times to document and confirm compliance with this Code upon request. To monitor compliance, Jasco and other third parties involved with Jasco’s business, including customers and brand licensors, will request documentation, conduct onsite audits, and require the implementation and fulfillment of corrective action plans wherever needed within the supply chain. Jasco expects its Vendors (and their suppliers and subcontractors) to be willing and able to comply with all such requests in a timely and accurate manner.

The enforcement and/or interpretation of this Vendor Code of Conduct rests solely with Jasco, and may be amended at any time by Jasco at its sole discretion.

### **I. ETHICAL STANDARDS**

Jasco has a strong commitment to ethics and integrity which form the foundation of the relationships we have with our Vendors. Jasco expects the highest standards of ethics and integrity to be adhered to by all parties within its supply chain. Any and all forms of bribery, kickbacks, corruption, deception and records falsification are strictly prohibited. In the event of any such findings, Jasco reserves the right to fully investigate the occurrence and take whatever action it determines to be appropriate for the circumstance, which may include immediate termination of the business relationship with the Vendor.

Vendors are expected to assist Jasco in enforcing this Code by communicating its principles to their supervisors, employees, suppliers, and subcontractors. Any retaliation or reprisal against any person who in good faith reports unlawful or inappropriate activity to Jasco related to this Code or an audit is also strictly prohibited. In the event such retaliation or reprisal is identified, Jasco reserves the right to take whatever action it deems appropriate after fully investigating the occurrence, which may include immediate termination of the business relationship with the Vendor.

## Section 2: Vendor Code of Conduct (Continued)

### II. VENDOR FACILITIES, COMPONENT SUPPLIERS, SUBCONTRACTORS

Vendors are fully responsible under this Code for ensuring compliance by all their facilities, suppliers, and subcontractors who produce or provide materials or services associated with the manufacturing, packaging, and production of products sold to Jasco. Wherever the term “Vendor” is used in this Code it is intended to encompass all of Vendor’s facilities, parent and affiliate companies, suppliers, and subcontractors.

Vendors must certify in writing upon request by Jasco that their suppliers and/or subcontractors comply with standards compatible with or more stringent than those set forth in this Code. In addition, Jasco reserves the right to audit any Vendor facilities, suppliers, or subcontractors for compliance with this Vendor Code of Conduct and vendor agrees to accommodate any such audits upon Jasco’s request.

### III. DOCUMENTATION

Vendor must maintain the documentation necessary to verify compliance with this Code and all the applicable laws and regulations of the country where the products are produced for a minimum of twelve months. Vendor shall make all such documentation available to Jasco, or a third party authorized by Jasco, upon request. Vendor should expect and be prepared in advance to provide auditors access to all such documentation whenever an audit is scheduled and conducted in relation to this Code.

### IV. LABOR AND HUMAN RIGHTS STANDARDS

This section sets out specific expectations Jasco has regarding Vendor’s workplace standards and business practices. These expectations are consistent with Jasco’s values, principles and policies regarding ethical business conduct. Jasco seeks to identify and engage Vendors who conduct their business based on a set of ethical standards compatible with its own, and will favor Vendors who share its commitment to contribute to improving conditions within the communities they operate. Jasco expects all of its Vendors at a minimum to abide by the following standards and practices:

- **Child Labor.** All of Vendor’s employees shall be of legal age established by local law. In the absence of local law, employees must be at least sixteen (16) years old. Vendors may employ individuals who are older than the applicable legal minimum age for employment but who are younger than eighteen (18) years of age, provided they do not perform work likely to jeopardize their health, safety, or education. The use of workplace apprenticeship programs which comply with all laws and regulations is acceptable under this Code.
- **Forced Labor.** Vendors must not participate in human trafficking, use forced, involuntary, prison, or slave labor, or purchase materials or services from companies using forced, involuntary, prison, or slave labor. All work must be voluntary and workers shall be free to leave work at any time or terminate their employment. Workers must not be required to surrender any government-issued identification, passports, or work permits as a condition of employment. Excessive fees are unacceptable and all fees charged to workers must be disclosed.



## Section 2: Vendor Code of Conduct (Continued)

- **Harassment and Abuse.** Vendors must treat all employees with respect and dignity. No employee may be subject to corporal punishment, physical, sexual, psychological, or verbal harassment or abuse. Vendors may not use monetary fines to discipline the employees.
- **Compensation and Working Hours.** Vendors must comply with applicable wage and hour labor laws and regulations governing employee compensation and working hours, including overtime and legally mandated benefits. Vendors shall pay employees in a timely manner and clearly convey the basis on which they are being paid through written paystubs, or written confirmation of all pay, hours worked, and any legal deductions. All overtime must be voluntary and all workers must have one day off in seven. In addition, Vendors must provide every employee all breaks that are required by law during working hours.
- **Non-discrimination.** Vendors shall base employment decisions, including hiring, salary, benefits, advancement, discipline, termination, retirement, and other employment related decisions solely on the person's ability to perform the job requirements, and not on personal characteristics. In addition, employees or potential employees shall not be subjected to medical tests that could be used in a discriminatory way, except where required by applicable laws or regulations or prudent for workplace safety.
- **Freedom of Association and Collective Bargaining.** Vendors must respect the rights of employees to exercise lawful rights of free association, including joining or not joining any association. Vendors must also respect the legal right of workers to bargain collectively.

## V. HEALTH AND SAFETY STANDARDS

Vendors shall comply with all applicable laws and regulations of the country and location where the products sold to Jasco are produced that are related to the health and safety of employees. In addition, to the extent not already required by law, Jasco strongly encourages Vendors to adopt the following health and safety practices:

- **Health and Safety Education:** Vendor's employees are to be educated on the importance of health and safety, and good sanitation. Vendors are also expected to adopt procedures within their facilities to prevent accidents, injury and the spread of communicable diseases. Readily understandable instructions and signs are to be posted, and/or manuals are to be accessible describing the safe operation and handling of dangerous equipment and hazardous materials. Employees who use hazardous or flammable materials or operate dangerous equipment must also be properly trained.
- **First Aid and Emergency Care:** Vendors are to have on-site trained first-aid personnel available at all times. In addition, stocked general first-aid medical supplies are to be accessible throughout Vendor's facility. In the event of any serious injuries, employees are to be provided with medical treatment at the closest outside medical facility at no cost to the employee.

**Section 2: Vendor Code of Conduct (Continued)**

- **Emergency Exits:** Vendor's facility must have accessible exit doors and stairways that are clearly marked and free of obstructions. The exit doors are not to be locked and are to be available for fire and other emergency escapes during all hours employees are working.
- **Fire Safety and Emergency Evacuation:** Fire and other emergency evacuation drills are to be conducted. Sufficient and accessible fire extinguishers and/or fire hoses in good working condition are to be located throughout Vendor's facility and be inspected on a regular basis. Vendor shall also have trained supervisors located throughout the facility are to be designated to monitor the safe and orderly evacuation of all employees.
- **Ventilation and Lighting:** Work areas are to be properly ventilated. In hot environments, sufficient fans are to be provided for the basic well-being of employees. In cold environments, sufficient heating without risk to safety is to be provided. Adequate lighting and workspace are to be provided for the safety and well-being of the employees. In all work areas where painting, lacquering, spraying, or sanding is done or where chemicals or solvents are used, adequate and proper ventilation and air circulation are to be provided.
- **Uniform and Safety Protection Gear:** Uniforms, if required, are to be provided at no cost to the employees. Employees performing tasks involving painting, lacquering, spraying, sanding or application of chemicals or solvents, must be required to wear face masks and other appropriate protective clothing, all provided at no cost to the employees. All such chemicals used must be safe and must not pose any short or long-term safety risk to the Employees. In areas where the work may pose physical dangers, employees are required to wear protective gear, such as: eye protection, gloves, welding masks, hard hats, appropriate shoes, insulated clothing, hearing protection, etc.; all provided at no cost to the employees.
- **Sanitation:** Adequate and clean toilet and hand-washing facilities with basic hygiene amenities are to be provided.
- **Drinking Water:** Safe drinking water is to be provided and easily accessible at all times.  
There are to be no restrictions on the normal consumption of drinking water.
- **Freedom of Movement and Association:** While reasonable rules, regulations and curfews may be imposed as necessary for the safety and comfort of employees, during non-working hours, employees must be free to leave the facility grounds. If employees live in facility dormitories where local law allows curfew hours, employees are to be notified of the curfew and instructed on the safety risks in and around the dormitories. Foreign or migrant workers are not subject to lock-in/lock-out policies.

## Section 2: Vendor Code of Conduct (Continued)

- **Housing:** In the event that dormitory housing and meals are provided, in keeping with the employment agreement, these accommodations must comply with the applicable health and sanitation laws and regulations. Each employee is to be provided with his or her own bed at no cost. Dormitory quarters for unmarried employees are to be segregated by gender. Sufficient toilet and washing facilities segregated by gender are to be provided.
- **Meals:** When meals are provided in keeping with the employment agreement, all food preparation areas must be sanitary and all food must be stored properly.
- **Services:** If personal items, such as hygiene supplies, postage, stationery, etc., are made available, these are to be provided at no more than the local market prices for the same or similar products.

## VI. ENVIRONMENTAL STANDARDS

Vendors are expected to conduct their operations in a way that minimizes the impact on natural resources and protects the environment. Vendors must ensure their operations comply with all laws related to air emissions, water discharges, toxic substances, and hazardous waste disposal. All required environmental permits and registrations are to be kept current and must be available on the premises for review at all times.

Vendors must also maintain at all times sufficient knowledge of the raw materials and components used in products sold to Jasco to ensure they were obtained from permissible sources, and in compliance with all laws and regulations. Vendor may be required to validate and certify to the origin of materials and components and shall maintain sufficient documentation to do so upon request.

## VII. VENDOR CERTIFICATION

All Vendors will certify whenever requested by Jasco that they have read and agree to comply with this Vendor Code of Conduct by completing the attached form and returning it to the Jasco product manager who is their primary Jasco contact, or by mailing it to the following:

Jasco Products Company LLC  
10 E. Memorial Road  
Oklahoma City, Oklahoma 73114  
Attn: Legal Affairs Department

Jasco will determine the frequency of certification in its sole discretion.

## **Section 2: Vendor Code of Conduct (Continued)**

### **VIII. COMPLIANCE MONITORING**

All Jasco Vendors must undergo a preproduction audit for compliance with this Code. Once approved and producing products for Jasco, Vendors will undergo an announced annual audit, in addition to unannounced audits and quarterly visits by Jasco representatives. Vendors will also receive factory visits and social compliance audits by representatives of Jasco's retail customers and companies with whom Jasco licenses international brands used on our products.

Jasco, its customers, brand licensors, and their authorized representatives may also periodically conduct audits and on-site assessments of selected sub-supplier facilities of Vendor's that produce component parts, packaging, or other materials in relation to products Jasco purchases from Vendors.

Jasco will determine the frequency and extent of the assessments and ongoing monitoring in regard to this Code in its sole discretion. Vendors will allow Jasco, its customers, brand licensors, and their authorized representative reasonable and timely access to facilities and relevant records at all times.

Upon reviewing any unsatisfactory audit results, Jasco, in its sole discretion, may terminate its relationship with a Vendor, cancel purchase order(s), return or revoke acceptance of affected goods and/or require corrective action be taken. Vendor shall also be liable for all related damages incurred by Jasco in the event of Code violations or unsatisfactory results of audits conducted by Jasco, its customers, brand licensors and their authorized representatives.

#### **Audit Findings: Critical Violations**

Jasco defines critical violations as verifiable findings of slave labor, human trafficking, illegal child labor, illegal prison labor and physical abuse, bribery, or attempted bribery, and falsification of records. In addition, failures to follow local laws in the payment of minimum wage, overtime wage, timely wage payments, and failure to provide rest days may be considered critical violations in certain circumstances.

Vendor must immediately cease any and all use of slave labor, human trafficking, illegal child labor, illegal prison labor and physical abuse, bribery and attempts at bribery. If an audit reveals such a finding, the Vendor shall submit to Jasco, or its authorized third party, a detailed and proactive Corrective Action Plan that will remedy the violation for approval and immediate implementation.

In addition, a Vendor found to have a critical violation may be subject to immediate sanctions by Jasco up to and including chargebacks and deductions, termination of purchase orders or contracts, and restrictions on future business. Jasco also reserves the right to immediately terminate its business relationship with a Vendor upon finding critical violations. The actions taken by Jasco in relation to a critical violation finding are in Jasco's sole and exclusive

discretion.



## **Section 2: Vendor Code of Conduct (Continued)**

### **Audit Findings: Other Non-Critical Violations**

Audits may identify other violations that include, but are not limited to, verifiable findings of failure to comply with national, local labor, health and safety and/or environmental laws and regulations.

In instances where violations are not considered to be critical, the Vendor must present Jasco with a Corrective Action Plan which includes a reasonable time frame for correcting each issue of concern. Any such Corrective Action Plans shall be approved by Jasco and implemented and completed within a reasonable time period following an audit. If the Vendor does not fulfill all requirements set forth in an approved Corrective Action Plan, Jasco may issue chargebacks and deductions, terminate purchase orders or contracts, and/or restrict future business with Jasco. The actions taken by Jasco in relation to non-critical violations are in Jasco's sole and exclusive discretion.

## **IX. QUESTIONS AND NONCOMPLIANCE REPORTING**

Any Vendor may direct questions or comments about this Code to the product manager who is their primary Jasco contact. In addition, any violations of this Code may be reported confidentially to Jasco by mailing the report to the following address or calling the telephone number listed:

Jasco Products Company LLC  
10 E. Memorial Road  
Oklahoma City, Oklahoma 73114  
Attn: Legal Affairs Department  
(405)752-0710

## Section 3: Freight Booking International

The shipper is required to make freight bookings for both LCL and FCL cargo at least two weeks prior to vessel sail date through:

Freight bookings not made within two weeks of the ship date will result in a financial assessment of \$100.00USD per purchase order.

Product shall be delivered to Jasco's specified container yard or consolidator so that it meets the close date/time for vessel sailing date as specified on the PO. The ship date on the purchase order is the sailing date so production is to be scheduled so that it meets the close dates and times for vessel sailing. Late tender of the freight to the container yard or consolidator will result in the following minimum financial assessment in addition to any expedited freight charges.

All bookings for items that have batteries included in the product or single batteries/battery packs will require that a Material Safety Data Sheet and a UN38.3 Test Report be presented to the booking agent at the time the booking is made.

### **Late Delivery Fees:**

**1 Day Late: .50% of the value of delayed product**

**3 Days late: 1% of the value of delayed product**

**5 Days or More Late: 2% of the value of delayed**

### **Late Booking Fees:**

**\$250.00 for bookings made less than two weeks prior to the vessel sail date if late booking results in failure to secure container equipment or vessel space.**

### **Weekly Sailings**

**Contact Syntrans local offices for closing dates and vessel sailings:**

Syntrans – HK May Wong

Tel: 852-25787411 email: [may.hkg@syntrans.com](mailto:may.hkg@syntrans.com)

Syntrans – Shenzhen Hilla Yang

Tel: 86-755-82208040 email: [hilla.szx@syntrans.com](mailto:hilla.szx@syntrans.com)

Syntrans – Shanghai Sunny Tang

Tel: 86-21-61226588\*5808 Email: [ws15.sha@syntrans.com](mailto:ws15.sha@syntrans.com)

Syntrans – Ningbo Linda Chen

Tel: 86-574-27857892 Email: [linda.ngb@trans.com](mailto:linda.ngb@trans.com)

## Section 4: Full Container Load (FCL) International

The shipper is responsible for full utilization of containers. Below are the requirements for full utilization. FCL shipments must be booked with Syntrans

CONTAINER TYPE	MINIMUM CUBIC METER	MAXIMUM KILOS
20'	25	17900
40' Standard	56	19500
40' High Cube	65	19500
45'	75	19500

Following are the requirements when loading and delivering containers for shipment.

1. All containers delivered to you by the carrier for loading must be inspected for damage. If a container is found to have any damage that would cause damage to the loaded product, it should be rejected and requested that a different container be delivered to you.
2. Containers must be loaded first by PO and then by item number. PO's may be consolidated in one container, but must be loaded separately in the container.
3. If multiple PO's are loaded into the same container, all cartons from the first PO must be fully loaded before loading the following PO's and so on.
4. If a PO contains multiple item numbers, ensure that all cartons from the first item number are fully loaded before loading the following item, and so on.
5. A single PO shall not be split across more than one container, unless the PO quantity actually exceeds container capacity.
6. If PO quantities exceed container capacity and remaining goods (overflow) are not enough to fill another container, this overflow must be combined with another PO in a single container or delivered to Jasco's specified consolidator.
7. No partial shipments of PO's may occur unless approved in writing ( by e-mail or fax) by Jasco's Inbound Traffic Manager or Purchasing Manager.

**Failure to comply with the above loading instructions will result in a financial assessment of \$100.00 per violation, per container.**

**Shipments received by Jasco that do not match the Commercial Invoice and Packing List Quantity, whether over or short, will result in a financial assessment as follows:**

**First offense: \$50.00**

**Second offense or greater: \$100.00**

## **Section 5: Less than Container Load (LCL) Freight International**

### **LCL Shipments to Jasco's Consolidator**

LCL shipments should be used if quantities are not sufficient to fill containers as described in the minimum cubic meter requirements specified above in Section 3 Full Container Loads. LCL shipments are to be delivered to Syntrans for consolidation so that full utilization of the minimum cubic meter requirements may be achieved. **Effective September 1, 2011 all CFS deliveries must be made in a locked box truck to ensure that no breaches in the security of the truck delivery can occur during transportation. CFS deliveries that are made that is not in a locked box truck will be assessed penalties as follows:**

- 1<sup>st</sup> Offense – Warning Notice**
- 2<sup>nd</sup> Offense - \$200.00USD**
- 3<sup>rd</sup> Offense - \$500.00USD**
- 4<sup>th</sup> Offense - \$1000.00 USD**

## **Section 6: Air Freight International**

Air shipments will be used only on an exception basis and requires written authorization (in e-mail or fax) by Jasco's Inbound Traffic Manager, Purchasing Manager or Product Manager. The shipper will be subject to shipping airfreight at the shipper's expense in the event that a freight booking or delivery to the ocean carrier or consolidator is later than specified on the PO. If the shipper is required to ship all or part of a PO by airfreight, the shipper must ship the product using either Jasco's preferred air carrier (preferred air carrier to be advised by Jasco) or the vendor's preferred carrier provided the vendor's air carrier arranges freight through to Oklahoma City, Oklahoma, USA. In lieu of prepaid airfreight the shipper may request a ship date delay, but must have approval in writing (in e-mail or fax) from Jasco's Purchasing Manager. The approval of a ship date delay in lieu of airfreight is at the sole discretion of Jasco.

### **AIR TRANSPORTATION OF LITHIUM BATTERIES**

Air Cargo Shipping Requirements for Lithium Batteries must meet the new requirements set forth by the ICAO for safe transport of dangerous goods by air and the 55<sup>th</sup> Edition of the IATA Dangerous Goods Regulations. See the Vendor Website or a link to these regulations that were effective January 2014.

All Lithium Batteries must meet the requirements of Special Provision 188 and be UN38.3 Certified. When Air freight is booked with the air carrier a Material Safety Data Sheet and UN38.3 Test Report must be presented.



## **Section 7: Courier Shipments**

Courier shipments such as DHL, UPS, or Federal Express will require approval from Jasco's Inbound Traffic Manager.

All Lithium Batteries must meet the requirements of Special Provision 188 and be UN38.3 Certified. When a courier shipment is booked with the carrier a Material Safety Data Sheet and UN38.3 Test Report must be presented.

## **Section 8: USA to Mexico Shipments**

Routing instructions for shipments made from the United States and shipped freight collect must be arranged with Jasco's Inbound Traffic Manager. Call 405-302-2110 to receive shipping instructions. Failure to call for routing will result in a charge back of \$150 or 10% of the invoice value whichever is greater. Jasco Products requires that Advance Shipping Notices be provided on every purchase order. Jasco will apply \$150 vendor charge back for each occurrence of shipments received from the vendor that is not preceded by 48 hours Advance Shipping Notice. The Advance Shipping Notice must be in writing and contain the purchase order number, quantities shipped by part number, carrier, pro number, and date of shipment. The Advance Shipping Notice must be emailed to [lperry@byjasco.com](mailto:lperry@byjasco.com) or [vsmith@byjasco.com](mailto:vsmith@byjasco.com). Carton markings and bar code specifications in Section 12 and 13 of this document will apply as well as security procedures as specified in Section 8 as well as security requirements in Section 8.

## **Section 9: Security**

Jasco Products Company is committed to the security of the supply chain and are voluntarily participating the Customs Trade Partnership Against Terrorism (C-TPAT). We share the current international concern with preventing and combating terrorism, and in particular with insuring the integrity and security of our supply chain. Jasco requires their vendors to be committed to the security of the supply chain as well and requires your facility to meet the minimum CTPAT requirements for foreign suppliers. Additionally Jasco requires the shipper to have written procedures as they pertain to all the C-TPAT Minimum Requirements for Foreign Suppliers. As a supplier to Jasco your security measures should provide for the protection against the introduction, exchange or removal of illegal materials in the supply chain. As a supplier new to Jasco we ask that you complete a C-TPAT Security Questionnaire (see Jasco's website for a downloadable version of the questionnaire) and in addition provide any information not covered in the questionnaire that pertains to the security of your supply chain. Part of our validation as a C-TPAT member will include U.S. Customs and Border Protection inspecting and validating the supply chain effort of one or more of our suppliers overseas. Vendors who are eligible or may become eligible to participate in C-TPAT are encouraged to do so. Further Jasco expects you to participate in your own countries security initiatives or an equivalent World Customs Organization accredited security program governed by your own country. We expect you to study the requirements and make every effort to make improvements to the security of your supply chain. By doing so you will assure us that you would be an exemplary supply chain partner for U.S. Customs and Border Protection should you be chosen for inspection as part of Jasco's C-TPAT Validation. Jasco requires all it's vendors to remain informed and current on cargo security requirements. The shipper accepts responsibility for factory and container security until such time as the container/merchandise is delivered to the ocean terminal, authorized yard, or consolidation point. A link has been provided to you on Jasco's website to U.S. Customs and Border Protection and the World Customs Organization Framework for Standards. Jasco requires all of it's suppliers to review the website and act accordingly to secure their own facilities. US Customs will be performing foreign CTPAT validations and as such you should be prepared for such a visit at any time.

### **Container and Trailer Security**

Container and trailer integrity must be maintained to protect against the introduction of unauthorized material and/or persons. Procedures must be in place to properly seal and maintain the integrity of the shipping containers and trailers. Jasco Products expects it's suppliers to store containers and trailers whether empty or fully loaded in secure areas so that access of unauthorized personnel may be prevented. The vendor must have written procedures in place for reporting and neutralizing unauthorized entry into containers or trailers or container and trailing storage areas.

## **Section 9: Security (Continued)**

### **Container Inspection**

A 7 Point Container Inspection must be performed on the container prior to stuffing to include the reliability of the locking mechanisms of the doors and are to be followed at all times to insure security of the supply chain.

- ✓ Outside/Undercarriage (before entering facility)
- ✓ Inside/Outside Doors
- ✓ Right Side
- ✓ Left Side
- ✓ Front Wall
- ✓ Ceiling/Roof
- ✓ Floor (Inside)

Containers that have damage or appear to have been tampered with are not to be used for Jasco Shipments. Containers with age or evidence of tampering should be immediately reported to the carrier.

A 7 Point Container Inspection Check List must be completed for each empty container that is delivered to your warehouse for loading of Jasco's products. See Jasco's website for a downloadable version of the 7 Point Container Inspection Check List. Shipments delivered to Jasco's consolidator will not require the 7 Point Container Inspection. A training video for the 7 point container inspection video is available for viewing on Jasco's vendor website. As a supplier of Jasco, you are required to view the 7 point container inspection video.

### **Trailer Inspection**

Procedures must be in place to verify the physical integrity of the trailer structure prior to stuffing to include the reliability of the locking mechanisms of the doors. The following five-point inspection process is recommended for all trailers:

- Fifth Wheel Area-Check natural compartment/skid plate
- Exterior-front/sides
- Rear-bumper/doors
- Front Wall
- Left Side

### **Seals**

Containers must be sealed with a High Security Seal and the Seal number indicated on the invoice and packing list. The seal is to be verified for accuracy in that the seal # on the container matches what is indicated on the invoice and packing list. High Security Seals must meet PAS ISO 17712 standards. High Security Seals must be attached to the container at the time of loading at the factory and may not be breached except instructed to do so by U. S. Customs Officials or Customs in the country of export. Affixing the seal must comply with the instructions as indicated in Attachment A-Container and Seal Inspection. Only designated authorized employees must distribute and affix container seals for integrity purposes. Unauthorized employees must never handle container seals. An authorized employee must make sure the seal is secure by pulling down on it and twisting and turning it to be sure it does not unscrew. Seals are to be affixed at the time the container is completed loading and an authorized employee must make sure the seal is secure by pulling down on it and twisting and turning it to make sure it does not unscrew. The locking mechanism on the container must be checked for evidence of tampering before affixing the seal. Any evidence of tampering must immediately be reported to a supervisor. Seals must be stored in a secured area. If for any reason a seal on the container changes, the Shipper will immediately report the change and the reason for the change to the Inbound Traffic Manager of Jasco Products USA. The requirements for a PAS ISO17712 High Security seal may be purchased direct from the ISO at this link:

[http://www.iso.org/iso/iso\\_catalogue/catalogue\\_tc/catalogue\\_detail.htm?csnumber=41017](http://www.iso.org/iso/iso_catalogue/catalogue_tc/catalogue_detail.htm?csnumber=41017)

## Section 10: Shipping Advice

The vendor is required to provide the following documents to Jasco & SAT within five days of vessel sailing.

- ✓ Commercial Invoice – Within 5 Days of Lading
- ✓ Packing List – Within 5 Days of Lading
- ✓ Cargo Receipt or Seaway Bill – Within 5 Days of Lading
- ✓ 7 Point Container Inspection Checklist – Within 5 Days of Lading (see Jasco’s website for a downloadable copy of the 7 Point Container Inspection Checklist)
- ✓ Other Documents as Specified on the PO – Within 5 Days of Lading

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Quantity of Documents Required:

1 set to Jasco Products Company via email to

- a) Robbie McCullough – [rmccullough@jascoproducts.com](mailto:rmccullough@jascoproducts.com)
- b) Fion Lui – [fion@jascofe.com](mailto:fion@jascofe.com)
- c) Ricardo Cicero – [rcicero@grupointercom.com.mx](mailto:rcicero@grupointercom.com.mx)

2 set original document send by DHL, Federal Express, or UPS to below Grupo De Intercambio Comercial S.A. De C.V. (address below) within five days of the product being laden on board the vessel. Failure to send the original shipping documents within five days of the product being laden on board will result in a telex release at the shipper’s expense.

Grupo de Intercambio Comercial, S.A. de C.V.  
Av. Patriotismo No. 201 Piso 2  
Col. San Pedro de los Pinos  
Delegación Benito Juárez  
C.P. 03800  
CD de México, México  
Attention: Mr. Eduardo Ramirez  
FCLIMPORT@ILOG.MX

Tax ID: GIC 891201RG2  
Phone: 52-55-25812330  
Fax: 52-55-52548820

**Late provision documents related to product being laden on board or incomplete documentation as required above will result in a financial assessment as follows per violation:**

- First Offense: \$100**
- Second Offense: \$250**
- Third Offense or Greater: \$500**

## Section 11: Document Preparation

The following shipping documents must be prepared and provided to SAT International within five days of being laden on board the vessel. Shipping Documents must have complete and accurate descriptions of the product including the material it is made from. Abbreviations are not acceptable when describing the item. Shipping Documents that are not properly prepared that result in fines or penalties by Mexico's Customs Agency will be for the account of the shipper.

- Commercial Invoice must include (In English, page numbers if an invoice exceeds more than one page):
  - ✓ Jasco's PO Number
  - ✓ Invoice #
  - ✓ Invoice date (date product leaves the factory, ship to (name & address))
  - ✓ Ship to name and address as specified on the PO
  - ✓ Sold to:
  - ✓ Ship to:
  - ✓ Vendor name and address
  - ✓ Factory Name and address
  - ✓ Quantity per item #
  - ✓ Full and complete description of the product duplicated from Jasco's Purchase Order
  - ✓ Jasco's item #
  - ✓ Container #
  - ✓ Seal Number
  - ✓ Port of loading
  - ✓ Port of destination
  - ✓ Final destination
  - ✓ Freight terms
  - ✓ Vessel/voyage #
  - ✓ Sail date
  - ✓ Country of origin of each item
  - ✓ Vendor signature
  - ✓ Pay terms
  - ✓ Price per unit in the currency of the transaction
  - ✓ Extended unit cost per item in the currency of the transaction
  - ✓ Invoice total in the currency of the transaction
  - ✓ Free Goods must have a declared value stating the value is for Customs Purpose Only
  - ✓ Any Material Assist must have its' value declared on the commercial invoice
  - ✓ Any cost for tooling must have its' value declared on the commercial invoice of the first initial order placed for the item in which the tooling is used.
  - ✓ Harmonized Tariff Code referenced on Jasco's Purchase Order. The Harmonized Tariff Code is to be listed above the items description.

## Section 11: Document Preparation (Continued)

- Packing List must include (In English, page numbers if packing list exceeds more than one page):
  - ✓ Jasco's PO Number
  - ✓ Sold to: Jasco Products Company, 10 E. Memorial Road., Oklahoma City, OK 73114 U.S.A.
  - ✓ Ship to name and address as specified on the PO (eg JASCO PRODUCTS COMPANY MEXICO, S. DE R.L..DE C.V.)
  - ✓ Freight terms
  - ✓ Port of loading
  - ✓ Port of discharge: (eg Manzanillo)
  - ✓ Final destination: (eg Mexico City)
  - ✓ Shipping marks as specified in our Vendor Shipping Guide as Carton Marking Instructions
  - ✓ Vendor name and address
  - ✓ Quantity per item #
  - ✓ Carton volume
  - ✓ Carton weight
  - ✓ Container #
  - ✓ Seal #
  - ✓ Jasco's Item #
  - ✓ Sail Date
  - ✓ Carton Count
  - ✓ Full and Complete description of the product duplicated from Jasco's purchase order
  - ✓ Vessel/Voyage #
  
- Cargo Receipt or Seaway Bill must include (In English):
  - ✓ Jasco's PO number
  - ✓ Jasco's freight contract #
  - ✓ Port of loading as specified Jasco PO
  - ✓ Port of discharge
  - ✓ Place of delivery
  - ✓ Container/Seal #
  - ✓ Seaway Bill or Cargo Receipt #
  - ✓ Final destination as Mexico City, Mexico unless otherwise specified on the PO, notify parties as (address as shown below)
  - ✓ Sold to: Jasco Products Company LLC, 10E Memorial Road, Oklahoma City, OK 73114, USA
  - ✓ Ship to: Jasco Products Company Mexico, s. De R.L. De C.V.
    - Prova Procesos De Valor Agregado
    - Av. Tejocotes S/N Nave 4-A
    - San Martin Obispo Park.
    - Cuautitlan Izcalli, Edo. Mex.
    - C.P. 54769
    - Tax ID JAS140728DN1
  - ✓ Notify Parties: (Addresses as below)
  - ✓ Provide factory TAX ID to forwarder (Syntrans) while booking.
  
- Signed Beneficiary statement certifying that no wood packing materials were used in the shipment
- PPQ505 Plant and Plant Product Declaration Form if applicable (See Jasco's Website for a downloadable copy of this form)
- 7-Point Container Inspection Check List
- Third Party Product Safety Testing (As Noted on the Purchase Order)
- Certificate of Origin
- Any other Documents as stated on the purchase order
- Material Safety Data Sheet and UN38.3 Test Report for applicable items with batteries

*(JPCDM)*

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## Section 11: Document Preparation (Continued)

**CONSIGNEE:**

Jasco Products Company Mexico, S. De R.L. De C.V.  
Calle Esperanza No. 957  
Interior 303 Colonia Narvarte  
Delegacion Benito Juarez Mexico D.F. C.P. 03020  
RFC JAS140728DN1  
Telefono: (55) 58 19 35 97

**NOTIFY PARTY:**

Grupo de Intercambio Comercial, S.A. de C.V.  
Av. Patriotismo No. 201 Piso 2  
Col. San Pedro de los Pinos  
Delegación Benito Juárez  
C.P. 03800  
CD de México, México  
Attention: Mr. Eduardo Ramirez  
FCLIMPORT@ILOG.MX  
  
Tax ID: GIC 891201RG2  
Phone: 52-55-25812330  
Fax: 52-55-52548820

Late document submission or inaccuracies that require revisions will result in a financial assessment as follows:

- First Offense: \$100 + demurrage if incurred
- Second Offense: \$250 + demurrage if incurred
- Third Offense or Greater: \$500 + demurrage if incurred

Late document submission or required revisions will delay your payment.

## **Section 12: Country of Origin Requirements**

### Country of Origin Markings

All products that are foreign manufactured, must be marked legibly and permanently in a highly visible place, as permitted by the product or its container. It must clearly indicate to the ultimate purchaser the English name of the country of origin.

In the case where Jasco's name and address appears on the package, the country of origin and Jasco Corporate information must be in close proximity and the "Made In" must be the same size or larger than the Jasco address.

Jasco's corporate information is as follows:

Jasco Products Company LLC

10 E. Memorial Rd.

Oklahoma City, OK 73114 U.S.A.

Marking that must be done by Prova Procesos De Valor Agregado due to the vendor's failure to comply with country of origin marking regulations will result in financial assessments of \$1.00 per label used and \$20.00 per hour labor charges, plus any penalties or fines assessed to Jasco by US Customs.

## Section 13: Carton Markings

See Jasco's vendor website for illustrated examples of the carton markings. The link to the vendor website is: <http://byjasco.com/vendor-portal>

All shipping carton closures must be by tape only, no staple closures will be accepted. The tape should be a minimum width of 1-7/8 inches, pressure sensitive and transparent. The tape should extend over the sides of the carton a minimum of 2 inches.

Banding or strapping of shipping cartons is not allowed on inner or master cartons, however, strapping is required for shipments packed in open top transit boxes.

Box size configurations may not be changed once they are established unless there is a change to the product size, carton quantity or unless approved by Jasco Products Company Inbound Traffic Manager.

Printing must be printed in black ink on one side and one end for the master and inner cartons. The printing on the shipping cartons should be as large as the shipping carton size allows. These markings, with the exception of the bar code, may be printed directly on the carton. The bar code must be printed in black on a white adhesive label and permanently affixed to the carton and may not be printed directly on the shipping cartons. The bar code label should be 1.63 inches tall and 4.8 inches wide and must be non-reflective label stock. The label must be able to maintain adhesion from moisture which would be common to ocean travel. The printing quality must be such that it can withstand scratching or damage during transit. Do not allow any packing tape to be taped over the bar code label. You must ensure that every carton has the appropriate bar code label as indicated on Jasco's purchase order. See Bar Code Specifications Section 14.

Failure to comply with these instructions will result in a charge back of \$10.00 USD per master carton.

Master Pack – Mark as follows on one side and one end:

Item # \_\_\_\_\_ Tray # \_\_\_\_\_

Master Pack Qty

Inner Pack Qty

PO #

Country of Origin

Carton # \_\_\_\_\_ of \_\_\_\_\_

Month Year Shipped

MD Year Week

GW KGS

NW KGS

Master Pack Carton Bar Code

Jasco Logo

Inner Pack – Mark as follows on one side and one end and the inner pack box must be able to withstand a 32 pound crush test.

Item #

Inner Pack Quantity

GW KGS

NW KGS

Inner Pack Carton Bar Code

Transit Box – Mark as follows on one side:

Purchase Order #

Item #



## Section 14: Bar Code Specifications

### Encoding: ITF-14

An ITF-14 Bar Code Symbol includes:

- ✓ A Left Quiet Zone
- ✓ A start pattern
- ✓ Seven pairs of symbol characters representing data
- ✓ A Stop Pattern
- ✓ A Right Quiet Zone
- ✓ Bearer Bar

### Code Type:

Binary fixed length (14 digits).

### Human Readable:

Required (14 digits)

### Bearer Bars:

Bearer bars are vertical and horizontal bars that surround a printed barcode symbol and are required. The Bearer Bars should be no less than 2 times the width of the narrowest bar. For printing methods requiring printing plates, the Bearer Bar has a constant thickness of 4.8 millimeters (.19 inch) and must completely surround the symbol, including its Quiet Zones, and butt directly against the top and bottom of the bars (dark bars) of the symbol. For printing methods that do not require printing plates, the bearer bar should be a minimum of twice the width of a narrow bar (dark bar) and only needs to appear at the top and bottom of the symbol, butting directly against the top and bottom of the symbol bars, (dark bars). The Bearer Bar may extend above and below the Quiet Zones. It is not mandatory to print the vertical sections of the Bearer Bar.

### Stop and Stop Patterns

The start pattern shall consist of four narrow elements in the sequence “bar (dark bar) – space (light bar) – bar (dark bar) – space (light bar)”. The stop pattern shall consist of a “wide bar (dark bar) – narrow space (light bar) – narrow bar (dark bar)” sequence. Do not use decimals places when printing the bar code.

### Quiet Zones

The Quiet Zones to the right and left of the symbol are compulsory. The minimum width of the Quiet Zone is 10 times the width of the narrow barcode element.

### Printing the Bar Code:

Do not use decimals places when printing the bar code. Bar codes may be printed direct on a brown carton in black ink per the specifications below. Barcodes printed by Flexographic, Laser and Direct Thermal processed are acceptable as long as they test within the below specifications.

### Bar Code Placement

A bar code should be on one side and one end of the master carton and one side and one end for inner cartons (See Carton Marking Instructions). When the height of the carton is less than 32 millimeters, the bar code may be placed on the top of the carton. The bar code should be placed with the bars perpendicular to the shortest side, no closer than 19 millimeters (0.75 inch) from any edge.

### Bar Code Verification

Bar codes may be verified by sending samples by sending them to [ahoffines@byjasc.com](mailto:ahoffines@byjasc.com). Jasco reserves the right to request third party bar code verification.

# JASCO

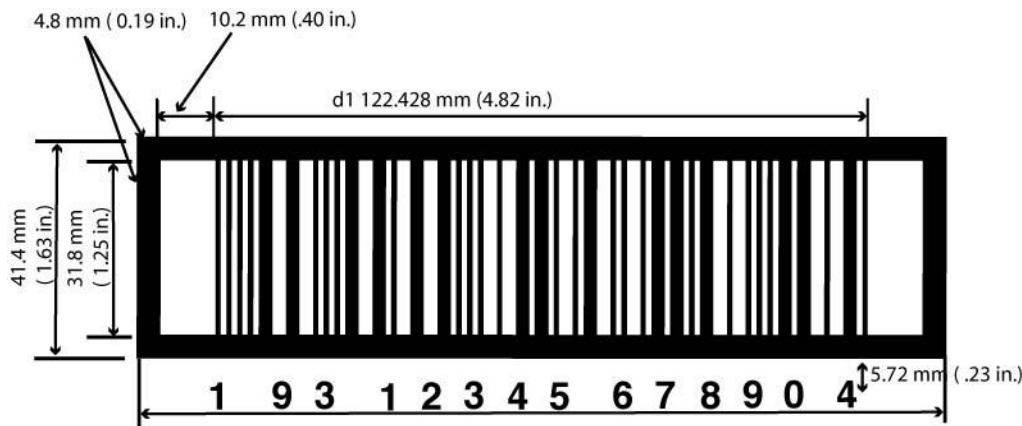
*Purchase Order Terms & Conditions/Shipping Guide (JPCDM)*

## Section 13: Bar Code Specifications (Continued)

### Seven pairs of symbol characters representing Data

This is your 14 digit GTIN number representing a specific quantity of your unique product.

Below (not to scale) is a ITF14 dimensions for a narrow bar width barcode of .04 in. (40Mil)



### Bar Code Requirements

**For ITF-14 Bar Codes printed black on white from on-demand printer with non-reflective label stock.**

Because of the high contrast on black on white printing the barcode size can be substantially smaller making this method required when barcodes with a total length of less than 5.6 inches is required.

#### PRINTED ON WHITE LABELS

ITF barcodes printed on white background minimum size requirements	Minimum Requirements	GS 1 Standard Range
Narrow Bar	15 mil (.015")	From 24 to 40 mil (.024" to .04")
Wide Bar	2.5 Times the width of the narrow bar	2.5 times the width of the narrow bar
Quiet Zone	Industry standard 10x the narrow bar width	10x the narrow bar width
Total Height	.75"	1.25"
ANSI Print Quality	ANSI "C"	ANSI "C"
Print Method	Thermal Transfer	Thermal Transfer

## **Section 15: Payment Instructions**

The following information must be provided to Jasco Products Company on your company's letterhead and returned to the attention of Jasco's Inbound Traffic Manager (Contact Information in Section 15) so that Jasco is prepared to make payment when your invoices become due.

Vendor Name

Bank Name

Bank Address

Bank ABA # for remittance to United States banks

Bank Swift # for remittance to foreign banks

Account #

Name on Account

Payment Terms

You are also required to complete a Federal Form W-8 (foreign entities) or W-9 (United States entities) so your account is set up correctly to prevent any delays in payment. A downloadable copy of the Federal Form W-8 and W-9 are available on a link from Jasco's Website.

## Section 16: Contact Information

**JASCO PRODUCTS COMPANY LLC**  
**CONTACT INFORMATION**

Phone: 405-752-0710

Fax: 405-752-1251

CONTACT	ASSIST	TITLE	EMAIL	RESPONSIBILITY
Greg Shuler		Executive Vice President,CFO	<a href="mailto:Gshuler@byjasco.com">Gshuler@byjasco.com</a>	Overall responsibility for finances of Jasco
Jon Cox		Executive Vice President,COO	<a href="mailto:jcox.@byjasco.com">jcox.@byjasco.com</a>	Overall responsibility of operations for Jasco
Mike Rubino		Vice President Purchasing	<a href="mailto:mrubino@byjasco.com">mrubino@byjasco.com</a>	Overall responsibility for purchasing and Logistics
Bruce Gordon	Cindy Thomson Malissa Owen	Purchasing Manager	<a href="mailto:bgordon@byjasco.com">bgordon@byjasco.com</a> <a href="mailto:cthomson@byjasco.com">cthomson@byjasco.com</a> <a href="mailto:mowen@byjasco.com">mowen@byjasco.com</a>	Forecasting, Purchase Order Quantities, Ship Dates
Brian Tally	Cindy Thomson Malissa Owen	Purchasing Manager	<a href="mailto:btally@byjasco.com">btally@byjasco.com</a> <a href="mailto:ctomson@byjasco.com">ctomson@byjasco.com</a> <a href="mailto:mowen@byjasco.com">mowen@byjasco.com</a>	Forecasting, Purchase Order Quantities, Ship Dates
	Virginia Smith Sandy Goodman Lisa Perry Robbie McCullough	Inbound Traffic Manager	<a href="mailto:chowning@byjasco.com">chowning@byjasco.com</a> <a href="mailto:sgoodman@byjasco.com">sgoodman@byjasco.com</a> <a href="mailto:vsmith@byjasco.com">vsmith@byjasco.com</a> <a href="mailto:lperry@byjasco.com">lperry@byjasco.com</a> <a href="mailto:rmccullough@byjasco.com">rmccullough@byjasco.com</a>	Purchase Order Preparation, Ship Dates, Inbound Freight, Documentation, Shipping Advise
Rudy Hauck	Melba Woods	Senior Accounting Manager	<a href="mailto:rhauck@byjasco.com">rhauck@byjasco.com</a> <a href="mailto:mwoods@byjasco.com">mwoods@byjasco.com</a>	Payments and Wire Transfers
Donna King	Bobbi Cotton	Marketing Director	<a href="mailto:dking@byjasco.com">dking@byjasco.com</a> <a href="mailto:bcotton@byjasco.com">bcotton@byjasco.com</a>	Artwork, Manuals
Esther Wong	Fion	Jasco (HK)	<a href="mailto:esther@jascofe.com">esther@jascofe.com</a> <a href="mailto:fion@jascofe.com">fion@jascofe.com</a> Tel: 852-2311-6991 Fax: 852-2311-7573	Liaison for Jasco Products Company USA and Asia
Alan Hoffhines	Soro Yumani	Warehouse Manager	<a href="mailto:syumani@byjasco.com">syumani@byjasco.com</a>	Bar Code Verification
Vendor Website			<a href="http://byjasco.com/vendor-portal">http://byjasco.com/vendor-portal</a>	Vendor Shipping Requirements

Contacts, job titles and responsibilities may change at any time.

## Section 17: Revision History

<b>DATE</b>	<b>REQUIRED CHANGE</b>	<b>SECTION NUMBER</b>	<b>CHANGE MADE BY</b>
8/13/15	Consignee Address Changed & Notify Name and Address Changed	Section 10	Charlotte Chowning
8/13/15	Ship to Address Changed	Section 10	Charlotte Chowning
8/13/15	Documents to Name and address changed	Section 9	Charlotte Chowning
8/13/15	Added Telex Release Statement	Section 9	Charlotte Chowning
8/27/15	Sets of Original Documents changed to 2	Section 9	Charlotte Chowning
9/9/15	Ship To Changed to Prova Address	Section 10	Charlotte Chowning
2/16/16	Address Where to send Documents	Section 9	Charlotte Chowning
2/16/16	Notify Parry Address Changed	Section 10	Charlotte Chowning
3/17/16	Added Contact Name and email address to notify party	Section 9 and 10	Charlotte Chowning
June 8, 2016	Contact List Changed	Section 15	Charlotte Chowning
June 8, 2016	Carton Markings Revised	Section 12	Charlotte Chowning
June 21, 2016	Vendor Web Portal	Section 12	Charlotte Chowning
June 21, 2016	ASN email addresses updated	Section 7	Charlotte Chowning