

Purchasing Terms and Conditions Rev 2.0 From Purchasing Procedure **Impinj Purchase Order Standard Terms and Conditions**

1.

**Parties; Items:** Impinj, Incorporated will be referred to as "Buyer", and the person or company indicated on this purchase order with whom this purchase order is placed will be referred to as "Seller". This purchase order may be referred to as "PO". This PO may be used to purchase supplies, machinery, equipment, and other goods, and may also be used to contract for the performance of services, including maintenance, calibration, and construction work on premises specified by the Buyer. All goods and services covered by this PO regardless of type will be referred to as "Items".

2.

**Exclusive Agreement; Governing Law:** This PO constitutes the exclusive agreement between the parties. The terms and conditions of this PO cannot be changed without prior written consent of both parties. These terms and conditions shall supersede and exclude the general, confirmation, delivery order, invoice or other document in any technical form used by Seller and in selling Items to Buyer. Seller shall be deemed to have fully accepted the terms and conditions of this PO. The laws of the State of Washington shall apply in all disputes and the parties consent to the exclusive jurisdiction of, and venue in, the state and federal courts within King County, Washington. This PO shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA).

3.

**Delivery:** Buyer may at its option terminate this PO without any liability to Seller if Seller fails to deliver Items on time. If delivery or completion time is not specified on this PO, a reasonable time will be allowed. Time is of the essence. Seller will, as soon as Seller becomes or should have become aware of any delay, inform Buyer in writing of the delay. This duty does not limit Seller's liabilities resulting from late delivery. In order to avoid any delay, Seller shall use best efforts at Seller's sole risk and expense to minimize any possible delay.

4.

**Packing:** All deliveries shall include a packing list indicating the contents of each package and shall be packed as required by Buyer. If no packing list is sent, the count or weight reported by Buyer or its agent or consignee shall be final and binding upon Seller with respect to such shipment. If Buyer has not given any written instruction, the Items shall be packed in accordance with best commercial practices.

5.

**Title and Risk; Shipment:** Unless otherwise indicated on this PO, title and risk of loss with respect to the Items shall remain in Seller until the Items have been delivered to and accepted by Buyer, or an agent or consignee duly designated by Buyer. Buyer may, without any liability and/or charge against Seller, reschedule and/or cancel any and all parts of deliveries of Items (seven) 7 days prior to the agreed delivery upon written notice to Seller.

6.

**Receipt:** Buyer shall be deemed to have received Items procured hereunder when such Items have been deposited at the Buyer's dock and all bills of lading or other shipping papers which require signature have been signed.

7.

**Acceptance:** Buyer shall be deemed to have accepted Items procured hereunder only after actual inspection for conformity or the passage of thirty (30) days from receipt, whichever occurs first.

8.

**Rejection/Termination:** All Items which are rejected for nonconformity with this PO are rejected at Seller's expense and shall be returned at Seller's risk of loss and expense. Buyer reserves the right to terminate for nonconformity.

9.

**Compliance with Laws:** The Seller warrants that the Items and their production shall not violate any federal, state or local laws, regulations or orders.

10.

**Assignment:** Seller shall not have the right to assign any of its rights or obligations in relation to any Items or this PO without the prior written consent of Buyer.

11.

**Warranties:** Seller expressly warrants that all Items supplied hereunder are new, unused, in good working condition, free from all defects (including but not limited to defects arising out of design, materials and/or workmanship), to be good and merchantable quality, to conform strictly to any specifications, drawings, or samples which may have been provided to or furnished by Buyer, and to be fit for the particular purposes for which the Items are intended by Buyer.

12.

**Sales Prices; Taxes; Charges; Payment Terms:** Sales tax and applicable freight charges should be added to invoice, unless PO indicates otherwise. Sales tax should be added unless applicable tax exemption certificate is provided by Buyer. Seller warrants that the sales prices for Items are not less favorable than those extended to any other customer for similar goods in equal or less quantities. The payment term is (Thirty) 30 days net after receipt of Items or date of invoice, which ever is later. Buyer is entitled to withhold payment if Seller has not delivered the ordered Items in full quantities and/or any Item does not strictly conform to the specifications and other requirements.

13.

**Title of Items:** Seller warrants that the Items procured hereunder are free from all liens, claims or encumbrances. Without limiting or foregoing, Seller certifies and guarantees that the Items (a) will be produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended; (b) will conform with all applicable consumer product safety standards under the Federal Consumer Product Safety Act; and (c) will not be misbranded or banned hazardous substance within the meaning of the Federal Hazardous Substances.

14.

**Changes; Specifications:** Buyer shall have the right to make reasonable changes (including additions and omissions) from time to time in the Items, their specifications, drawings, designs, quantity, packing instructions, destinations, or delivery schedule. If any of such changes affects the price of the Items or the time required for Seller's performance under this PO, Buyer and Seller may negotiate an equitable adjustment in the price or delivery schedule or both, provide that all claims for adjustments under this section shall be made by Seller to Buyer in writing within 30 days after Buyer makes the change to which the adjustment relates. Change in any specification, requirement and/or substance of an Item and/or other change that may affect the quality, fit, form and/or function of any Item is subject to Buyer's prior written consent. Seller agrees to inform Buyer about any export or re-export restrictions and regulations and about the export control classification numbers (ECCN) relating to Items.

15.

**Cancellations:** Either party shall have the right to cancel this PO upon the occurrence of either of the following events: (a) the other party's insolvency or actions indicating insolvency such as the filing of a petition by or against such party under any chapter of bankruptcy laws; and (b) other party's failure to comply with any of its obligations under this PO if such failure continues for a period of 10 days after notice thereof is given to such party.

16.

**Licenses:** Seller shall be required to obtain and pay for any licenses, permits, or inspections by public bodies required in connection with the manufacture, completion, or delivery of the Items.

17.

**Buyer Property:** All drawings, technical documents, tooling, data, software and other materials provided by Buyer to Seller and/or produced by Seller for Buyer remain and/or become the property of Buyer, unless otherwise agreed between the parties in writing. Seller is not allowed without Buyer's prior written consent to use, copy, reproduce, distribute or in any other way utilize such material.

18.

**Indemnification:** Seller shall defend, indemnify, and hold harmless Buyer, Buyer's assignees, and other users of the Items from all claims, suits, actions, demands and proceedings and against all damages, costs, expenses and liabilities (including but not limited to attorneys' fees and costs): (a) arising from any claim of infringement of any patent, trade name, trademark, copyright, trade secrets or other intellectual property right by reason of sale or use of any Item; and/or (b) related to product liability, product safety and/or personal injury or death; and/or (c) any other liability attributable to any act or omission of Seller, any Item and/or any manufacturing process of any Item.. Buyer shall promptly notify Seller of any such claim.

19.

**Guarantee:** In filing this purchase PO, Seller shall warrant and guarantee to Buyer that the articles are in compliance with Sections 5 and 12 of Federal Trade Commissions Act, the Fair Packaging and Labeling Act, the Federal Hazards and Substances Act, Fair Labor Standards Act, and Occupational Safety and Health Act of 1970.

20.

**Limitation of Liability:** Buyer's maximum liability to Seller shall in no event exceed the purchase price of the Items under this PO.

21.

**Fair Labor Practices:** Seller shall observe, follow and practice fair labor practices based upon the requirements in Attachment 1 of this document.

22.

**RoHS Compliance:** Seller shall warrant and guarantee to Buyer that goods and services are in compliance with RoHS directive requirements per Attachment II of this document.

23.

**Foreign Corrupt Practices Act:** Seller will be in compliance with all provisions of Foreign Corrupt Practices Act.

24.

**Environmental Management System:** The Seller should establish, document, implement and maintain an environmental management system and its scope in accordance with the requirements of ISO 14001. The Seller should establish, implement and maintain a procedure to determine those environmental aspects of its products, processes and services that have or can have significant impacts on the environment. The Seller must commit to pollution prevention. The Seller must be compliant to applicable legal and other requirements to which the organization subscribes. The Seller must commit to continual environmental improvement. The Seller should monitor and measure, on a regular basis, the key characteristics of its operations that can have significant environmental impact.

Purchasing Terms and Conditions Rev 2.0 From Purchasing Procedure

#### Attachment 1 Fair Labor Practices

1.

**Forced Labor** There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.

2.

**Child Labor** No person shall be employed at an age younger than 15 (or 14 where the law of the country of manufacture\* allows) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.

3.

**Harassment or Abuse** Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

4.

**Nondiscrimination** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, or social or ethnic origin.

5.

**Health and Safety** Employers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.

6.

**Freedom of Association and Collective Bargaining** Employers shall recognize and respect the right of employees to freedom of association and collective bargaining.

7.

**Wages and Benefits** Employers recognize that wages are essential to meeting employees' basic needs. Employers shall pay employees, as a floor; at least the minimum wage required by local law and shall provide legally mandated benefits.

8.

**Hours of Work** Except in extraordinary business circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime and (ii) be entitled to at least one day off in every seven day period.

9.

**Overtime Compensation** In addition to their compensation for regular hours of work, no-management employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

10.

**General** Any Company that determines to adopt the Workplace Code of Conduct shall, in addition to complying with all applicable laws of the country of manufacture, comply with and support the Workplace Code of Conduct in accordance with the attached Principles of Monitoring {[click here to see the Principles of Monitoring](#)} and shall apply the higher standard in cases of differences or conflicts. Any Company that determines to adopt the Workplace Code of Conduct also shall require its licensees and contractors and, in the case of a retailer, its suppliers to

comply with applicable local laws and with this Code in accordance with the Principles of Monitoring and to apply the higher standard in cases of differences or conflicts.

\* \* \*

\*All references to local law throughout this Code shall include regulations implemented in accordance with applicable local law.  
Purchasing Terms and Conditions Rev 2.0 From Purchasing Procedure

**Attachment II RoHS Directive**

RoHS is often referred to as the lead-free directive, but it restricts the use of the following six substances:

Lead

Mercury

Cadmium

Hexavalent chromium (chromium VI or Cr6+)

Polybrominated biphenyls (PBB\*)

Polybrominated diphenyl ether (PBDE\*)

\*PBB and PBDE are flame retardants used in some plastics.

The maximum concentrations are 0.1% or 1000ppm (except for cadmium, which is limited to 0.01% or 100 ppm) by weight of homogeneous material. This means that the limits do not apply to the weight of the finished product, or even to a component, but to any single substance that could (theoretically) be separated mechanically—for example, the sheath on a cable or the tinning on a component lead.

As an example, a radio comprises a case, screws, washers, a circuit board, speakers, etc. A circuit board comprises a bare PCB, ICs, resistors, switches etc. A switch comprises a case, a lever, a spring, contacts, pins, etc. The contact might comprise a copper strip with a surface coating. Everything that can be identified as a homogeneous material must meet the limit. So if it turns out that the case was made of plastic with 2,300 ppm (0.23%) PBB used as a flame retardant, then the entire radio would fail the requirements of the directive.