



## PFAS COMPLIANCE STATEMENT

### 1. Supplier Information

Company name: ALLWAR ENTERPRISES
Address: 8-D THIRU NAGAR KAMARAJAPURAM 5 <sup>TH</sup> CROSS KARUR – 639002 – TAMIL NADU - INDIA
Contact person: ASHWIN BALAJI RI
Contact telephone: 8754020655
Contact email: rajendran@allwarenterprises.com

### 2. Materials Provided to Company Facility

See Below table:

### 3. Check the appropriate box relative to the products provided to Company:

- Products provided to Company do not contain Per- and Polyfluoroalkyl Substances (PFAS, PFAC, PFHxS) as that term is defined by the Organization for Economic Cooperation and Development (OECD) or the United States Environmental Protection Agency (EPA).
- Products provided to Company may contain Per- and polyfluoroalkyl Substances (PFAS, PFAC, PFHxS) as that term is defined by the Organization for Economic Cooperation and Development (OECD) or the United States Environmental Protection Agency (EPA). Populate the table below (Chemical Name for Listed PFAS, PFAC, PFHxS Substances.)



**DESIGN IMPORTS PROP 65 & FDA COMPLIANCE FORM**

This document is to be read, agreed upon and signed by the manufacturer producing the items in the Purchase Order sent along with this form.

By signing this document, you are stating / agreeing / certifying that all items produced on this purchase order are ~~FDA~~ & Prop 65 compliant.

If the manufacturer producing the items in the Purchase Order states they are compliant as-is, the manufacturer will need to provide a passing test report (within the last 12 months) from a reputable testing facility (SGS, BV...etc.) as confirmation.

If Items cannot or will not pass Prop 65 or ~~FDA~~ testing, they must be properly labeled according to the United States OEHHHA's new Proposition 65 warnings website, [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov). Our team will provide the proper labels required and it must be placed on every item, per our instructions.

Please sign below to confirm you agree to the above statements.

**ALLWAR ENTERPRISES**

TYPE MANUFACTURER NAME HERE: \_\_\_\_\_

TYPE RELATED DESIGN IMPORTS PO#(s) HERE: PO - 32837  
~~PO - 34564~~ \_\_\_\_\_

**X**

**For ALLWAR ENTERPRISES,**

Vendor Signature

*[Handwritten Signature]*  
**Partner.**

## DESIGN IMPORTS PRODUCTS PURCHASE ORDER TERMS & CONDITIONS

### Ship Dates:

The X-Factory Date listed on the purchase order is a very clear date of when the product needs to be completed/packed & ready for shipping. The Purchase Order must be shipped in full (*partial shipments are liable for a minimum \$500 chargeback*) on the vessel date approved/specified by Design Imports. If the X-Factory date is not met, as per the purchase order contract, we will have to implement one or more of the following:

1. Vendor will be required to air freight the goods at their own expense.
2. Design Imports may have to cancel the purchase order.
3. Design Imports will issue a \$500 extension charge back.
4. Design Imports will discontinue our business with your company.

### Payment Terms:

As specified and signed on the Purchase Order Contract.

### Product & Packaging: (unless otherwise noted)

1. Product must meet all DII requirements outlined in the PO, Production Grid, and Attachments.
2. Product must be correctly labeled and packaged and include scannable UPC's, care, content and country of origin.
3. Product must be packed in the pack size and case size stated.
4. 0% variance in quantity is allowed.
5. No partial or mixed cartons are allowed.

### Chargebacks (General):

Vendor will be liable for all extra costs incurred due to non-compliance with product, packaging, packing, and/or any details in the purchase order and all attachments. If product does not meet all DII product and packaging requirements, vendor must reproduce and ship via air freight at their expense. Extra costs incurred to correct packaging/packing/master carton errors once goods are in DII warehouse will be charged back to vendor at rate of \$25USD per hour. Any product which does not pass quality inspection and or testing will be subject to chargebacks at the amount levied to DII by the retailer.

### NEW Chargebacks (Container Breakdown):

A breakdown of what is in each container or containers within every shipment must be provided to the Import Team at DII. The breakdown sheet template will be provided in Excel format and will include the following:

- The Purchase Order Number(s)
- The Item# (SKU#)
- The quantity = case count and piece count

The filled-out Container Breakdown template must be provided to the Import Team no later than the ETD (estimated time of departure) date for that shipment. What is provided MUST be accurate and not an estimate. We cannot accept any breakdown that could be considered tentative as this causes confusion and is not helpful. We will only accept full and accurate container breakdowns in the template format provided.

**Failure to provide the DII Import Team with the Container Breakdown by the ETD date booked with the forwarder will result in a \$500 chargeback that will be deducted automatically from that shipments wire payment.**

TYPE VENDOR NAME HERE: \_\_\_\_\_

ALLWAR

**For ALLWAR ENTERPRISES,**

X

Vendor Signature



**Partner.**