



PURCHASE ORDER ADDENDUM
(International Vendors)

Purchase Order No.: _____

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned vendor (the “**Vendor**”) and Hobby Lobby Stores, Inc. and affiliates Crafts, Etc!, Mardel, Inc., and Hemispheres (as applicable, the “**Company**”), agree that this purchase order addendum (the “**Addendum**”) shall be incorporated into and made part of the referenced purchase order and any and all other purchase orders, invoices, contracts, agreements, and transactions (written or unwritten) between the parties for the purchase and sale of any and all goods, products, or merchandise (collectively, the “**Goods**”).

1. Lead and Phthalate Content. Vendor represents, warrants, and certifies to Company that all individual units of all Goods sold by Vendor to Company will not contain excessive amounts of lead or phthalates. Any unit of any Goods will be deemed to have excessive amounts of lead if the lead content in or on such unit exceeds 300 parts per million (.03%). Any unit of any Goods will be deemed to have excessive amounts of phthalates if the Goods have concentrations of more than .01% of di-(2-ethylhexyl) phthalate (DEHP), dibutyl phthalate (DBP), benzyl butyl phthalate(BBP), diisononyl phthalate (DINP), diisodecyl phthalate (DIDP), or di-n-octyl phthalate (DnOP).

2. UL/Electrical. Vendor represents, warrants, and certifies to Company that all individual units of any Goods containing electrical components sold by Vendor to Company will be tested and certified under the applicable Underwriters Laboratory (UL) standard, and will, upon valid certification, list the respective UL number on each unit of such Goods.

3. General Representations and Warranties. In addition to the representations and warranties included in Sections 1 and 2 of this Addendum, Vendor represents and warrants to Company that i) all units of all Goods are free of material defects; ii) all units of all Goods conform, in materials and workmanship, to any samples provided to Company; iii) the Goods pose no risk of injury to person or property; iv) all units of all Goods comply with all applicable U.S. federal, state, or municipal laws, statutes, regulations, rules and codes; v) Vendor owns, or has the right to transfer and sell the Goods to Company; vi) Vendor owns or has the right sell or license any and all intellectual property relating to, associated with, or included in the Goods, including without limitation, all patents, copyright, trademarks, service marks, trade dress and trade secrets; and vii) Company’s sale of the Goods will not infringe upon the rights of any third party.

4. Indemnification. Vendor shall indemnify, defend, and hold harmless Company, Company’s successors and assigns, and all respective officers, directors, agents, representatives, employees, and attorneys from and against any and all claims, demands, recalls, causes of action, suits, losses, damages, liabilities, costs, attorneys' fees, and expenses (collectively, “**Claims**”), arising out of or in any way related to the Goods, including without limitation, Claims that the Goods i) contain a latent or patent defect; ii) are subject to a voluntary or involuntary recall; iii) caused injury to person or property; iv) violate any U.S. federal, state, or municipal law, statute, regulation, rule, or code; v) contain excessive amounts of lead; vi) failed to meet an applicable UL standard; or vii) infringe upon of the intellectual property rights of any third party.

Vendor

Authorized Vendor Signature and Company Chop

Date

Printed Name and Title