



09/21/2018

RE: Amendments to California's Proposition 65 Clear and Reasonable Warning Regulations

Dear Condor Dealer,


We are writing regarding some important changes to the regulations issued pursuant to California's Proposition 65 which impact both Condor Outdoor Products, Inc. ("Condor") and you. We recommend that you review the information contained in this letter with your own legal counsel.

In August 2016 the California Office of Environmental Health Hazard Assessment ("OEHHA") adopted amended regulations for the provision of "clear and reasonable" Proposition 65 warnings in Title 27, California Code of Regulations, section 25600, et seq¹ ("Warning"). Consistent with the Act, OEHHA's new regulations place primary responsibility for providing warnings on product manufacturers, producers, packagers, importers, suppliers or distributors.²

Condor has determined that some of its products may result in exposures to one or more listed chemicals known to the State of California to cause cancer and/or reproductive harm.

Condor's Responsibilities

Condor must provide Warnings in conformity with section 25603(a) for certain Condors branded products manufactured after August 30, 2018. In order to comply with section 25603(a), Condor will be providing the following Shelf Warning, for each of its products which you as the buyer will post at each point of display of Condor Products:

 **WARNING** This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause cancer, and which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

In some cases, Condor may choose to provide Warnings in conformity with section 25603(b) for certain Bourns branded products manufactured after August 30, 2018. In order to comply with section 25603(b), Bourns will be placing the following Warning, which is commonly referred to as the "short form warning" upon products that it deems require a Warning:

 **WARNING** Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

¹ All further references are to sections of Title 27, California Code of Regulations unless indicated otherwise.

² OEHHA has developed FAQs discussing the revised regulations that can be found at https://www.p65warnings.ca.gov/sites/default/files/art_6_business_qa.pdf

Condor Outdoor Products, Inc. 5268 Rivergrade Road, Irwindale, CA 91706

Tel: 626 358 3270 . Fax: 626 303 3383. www.condoroutdoor.com

Your Responsibilities

You, as the buyer of Condor branded products, are responsible for providing your own appropriate Warnings if you intentionally or unintentionally cover, obscure or alter a warning that has been printed on or affixed to the product, package or Shelf Warning by Condor or provided on the Condor website.

Additionally, should you choose to sell Condor products to a third party who is not a retail customer or incorporate a Condor product into your own product, your status changes to one of a manufacturer, packager, importer, supplier or distributor. Thus, the regulations place the primary responsibility for providing a “clear and reasonable” warning on you.

In order to help ensure that Condor and its customers comply with their obligations under these regulations, and in consideration of the promises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Condor agrees to provide Warnings in conformity with section 25603(a) or 25603(b) for Condor branded products manufactured after August 30, 2018 that Condor deems require a Warning under section 25603.
2. For products sold by you under a brand or trademark owned or licensed by Condor or an affiliate of Condor, you agree not to obscure or alter the warning label that has been affixed to any such Condor product or the Shelf Warning provided to you.
3. For products sold by you that incorporate a product under a brand or trademark owned or licensed by Condor or an affiliate of Condor, you agree to assume all responsibility to provide a “clear and reasonable” warning as required by section 25600 et. seq.
4. In the event that you sell products under a brand or trademark owned or licensed by Condors or an affiliate of Condor via catalog, and/or telephone sales, and/or Internet sales, you agree to provide the short form warning that is identical to that which Condor places on its products and/or packaging, publishes on its product datasheets, and/or the Proposition 65 statement posted on the Condor website.
5. You agree to indemnify and hold Condor harmless for any damages, penalties, fees, costs and expenses incurred by Condor, including those associated with any causes of action asserted against Condor related to Title 27 California Code of Regulations Article 6 Clear and Reasonable Warnings, that were caused in whole or in part by any breach of any of your agreements in Paragraphs 2 through 4 above.
6. This letter agreement may be executed in electronic form (i.e., via an electronic, digital, facsimile, or emailed signature) and such execution shall be deemed as binding as though same were manually signed.

Advisory Information³

- (A) For direct catalog sales where the purchaser is able to purchase product directly from the catalogue without any additional contact with the retailer, the Warning must be placed next to and along with the description of each individual product. However, the Warning may be given via a phone call to purchasers with California zip codes prior to shipment of the product to the customer.
- (1) We recommend that a record of the date, time, name of the person giving the Warning, as well as the name of the person to whom the Warning was given, be documented.

³ This information is of a general nature and advisory only. Please consult with your own experts to determine what is needed in your particular circumstances.

- (2) In the event there is no phone contact, either because phone information is not part of the ordering documentation or because the customer cannot be reached, then the order should not be fulfilled and any of the purchaser's funds that have been received should be returned with a letter explaining the reason that the order could not be fulfilled.
- (B) For phone sales, the operator when taking an order with a "ship to" address with a California zip code should indicate that California law requires that the customer be given the following Warning:
- "The State of California requires that we provide you with the following warning: This product contains Di(2-ethylhexyl)phthalate (DEHP) a chemical known to the State of California to cause cancer and or reproductive harm. For further information go to www.65Warning.ca.gov."
- (C) For Internet sales, the exact short form warning indicated above must be given to the prospective customer in the form of a pop up that appears prior to consummation of the sale when a customer enters a California zip code in the "ship to" address.

Please review this letter agreement carefully. Should you have any questions, please contact info@condoroutdoor.com or contacting us via phone 800-552-2554.

Otherwise, please insert the appropriate information in the Acknowledgement and Agreement paragraph below and sign and return a copy of this letter to info@condoroutdoor.com.

Sincerely,

CONDOR OUTDOOR PRODUCTS, INC.

By: 

Nell Chen
Title: COO

Acknowledgement and Agreement

The undersigned acknowledges that he/she is an authorized representative of Company Name: _____] ("Customer") and has read and understands this letter agreement. The undersigned agrees, on behalf of Customer, to the agreements, obligations and responsibilities of Customer set forth in this letter agreement.

Company Name: _____

Signature: _____

Type Name: _____

Title: _____

Date: _____

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