



Martin Industries Supplier Terms and Conditions

1. **ACCEPTANCE.** Acceptance of this Order and each of its terms and conditions will be evidenced by Supplier's execution of the acknowledgement copy hereof, or by Supplier's commencement of performance or shipping. Unless otherwise specifically indicated on the face hereof, this Order is not an acceptance of any offer, quotation or proposal made by Supplier; and any reference thereto is made solely for the purpose of specifying prices and the nature and description of the goods and services ordered. This Order is conditional upon acceptance of the terms and conditions herein contained. Any other additional or different terms shall be deemed objected to by Buyer without need of further notice of objection and shall be of no force or effect. No variations in the delivery or provisions will be binding on the entity submitting this Order ("Buyer") unless agreed to in writing and signed by Buyer's purchasing agent or other authorized representative. Without limiting the generality of the foregoing, this Order is conditioned upon, and it is expressly agreed by Supplier that, any terms included with any invoice or other document submitted by Supplier, even if signed or otherwise acknowledged or accepted by Buyer, will be of no force or effect regardless of whether they are consistent with, in addition to, or contradictory of any terms contained herein or in the Order. The foregoing contains the entire and only Agreement between the parties and respecting the manufacture, sale and/or purchase of Products. All prior and collateral representations, promises or conditions in connection with the subject matter are merged herein. Any representations, promises or conditions not incorporated herein shall not be binding on either party.
2. **SALE OF GOODS.** Supplier will sell to Buyer all of Buyer's requirements for the goods as referenced in a Buyer Order and at the Prices agreed upon by the Parties.
3. **PRICES.** No charges of any kind, including charges for boxing or cartage, will be allowed unless specifically authorized by Buyer in writing. If Supplier offers a lower price to any third party for similar volumes of the same goods, Supplier agrees to offer such price or pricing formula to Buyer retroactively as of the date first offered to the third party. Prices will remain firm for the length of the Order. The prices stated herein include all present and future taxes applicable to this Order, and the same shall be paid by Supplier, excepting only that the state sales tax designated on the face hereof will be paid by Buyer if the "Not for Resale" box is marked on the face of this Order.
4. **PAYMENT.** Payment of invoices will be calculated from the date acceptable invoices conforming to this Order are received at Buyer's designated offices, or from the date of receipt of acceptable goods by Buyer, whichever is later. The

terms of Buyer's purchases for its suppliers are as stated on purchase order. Buyer shall be entitled at all times to set off any amount owing at any time from Supplier to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this Order.

5. INSPECTION. All materials and articles will be new, unless otherwise specified, and all materials and workmanship shall be subject to inspection and approval by Buyer, its assigned inspection agencies and/or a governmental or quasi-governmental body. Buyer shall have the right to inspect and test the materials and workmanship of all goods at all times and places including, when practicable, during manufacture; and if any such inspection or test is made on the premises of Supplier, Supplier shall furnish without additional charge all reasonable facilities and assistance for a safe and convenient inspection or test. Each item ordered will be subject to final inspection and acceptance by Buyer at the final destination specified by Buyer in the corresponding Order notwithstanding that title may have been passed to Buyer, that Buyer may have made a prior payment or that Buyer or its customer may have performed some type of source inspection. Any inspection or approval at Supplier's plant or elsewhere during or after manufacture, whether or not such inspection or approval be provided for by the terms of this Order, shall be provisional only, and shall not constitute final acceptance or be construed as a waiver of the forgoing right of inspection and approval or rejection after receipt of the materials or articles by Buyer.
6. REJECTION. In case any goods delivered hereunder are defective in material or workmanship or otherwise not in conformity with the drawings, specifications, samples, specified delivery schedule and/or other descriptions, Buyer shall have the right to return such goods to Supplier for credit or refund and such goods shall not be replaced or repaired by Supplier except upon written instructions from Buyer, excepting however, those goods which Buyer and Supplier agree in writing shall be repaired by Buyer at Supplier's expense. The inspection rights set forth herein are in addition to and not in limitation of any other rights and remedies and the failure to Buyer to exercise its right to reject any goods shall not by implication or otherwise cause a waiver of any such other rights or remedies. Any goods returned to Supplier for credit or refund, and not repaired by Supplier pursuant to written instructions from Buyer, shall be destroyed by Seller. No goods returned to Supplier by Buyer hereunder may be resold or disposed of to any other person or entity.
7. WARRANTIES. Supplier warrants that all goods and services furnished hereunder are new, free of any liens or encumbrances, free from defects in the material and workmanship, not contain any "counterfeit" items and that all goods furnished will be merchantable and will conform to applicable specifications, drawings, samples, and/or other descriptions. Unless manufactured pursuant to detailed designs furnished by Buyer, Supplier assumes design responsibility and warrants all goods to be suitable for the purpose intended by Buyer. The warranties of Supplier, together with its service warranties shall run to Buyer and

each successive customer. Supplier's liability under this contract shall apply to any and all product liability claims, actions or lawsuits and shall include, without limitation as to amount, incidental or consequential damages of any form or nature. Further, and without limiting the foregoing, Supplier's liability is not limited to the price of the goods and shall include damages for loss of profits or revenue or the loss of either by reason of increased cost of purchasing or improving equipment, material, supplies or services outside of Buyer's scope of supply; claims of Buyer's customers; and inventory or use charges. All warranties shall survive any inspection, delivery, acceptance of or payment for the goods or services of Buyer. For purposes of this Section 4 Warranty, a "counterfeit" item is defined to include, but is not limited to, (i) an item that is an illegal or unauthorized copy or substitute of an OEM item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM design; (iii) an item or component thereof that is used, refurbished or reclaimed but Supplier represents as being a new item; (iv) an item that has not successfully passed all OEM required testing, verification, screening and quality control but that Seller represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item when it is not.

8. PATENTS. To the extent that the goods delivered hereunder are not manufactured pursuant to designs provided to Supplier by Buyer for the purpose of manufacturing such goods, Supplier guarantees that the sale or use of any or all goods delivered hereunder or processes used will not infringe any United States or foreign patent, service mark, trademark, trade name, copyright or other intellectual property right of any third party and agrees that Supplier will hold Buyer and its officers, directors, affiliate companies, employees and customers harmless from any expense, loss, damage or liability which may be incurred on account of infringement or alleged infringement of any such intellectual property right by such goods (or the use, sale or distribution by Buyer thereof), and that Supplier will at its own expense defend any action, suit or claim in which such infringement is alleged. Supplier shall duly notify Buyer as to such suits or claims; Buyer and its successive customers shall have the right to participate in the defense of any such action.
9. CONFIDENTIAL INFORMATION. All disclosures, drawings, specifications, patterns, technical or other information furnished to Supplier by Buyer (and all rights related thereto) are and shall at all times remain the property of Buyer and are submitted in confidence upon the understanding and agreement by Supplier that they shall not be disclosed or furnished to any third party, shall not be used by Supplier in whole or in part for any purpose not designated by Buyer and shall be returned to Buyer immediately upon Buyer's request.
10. NO ASSIGNMENT OR SUBCONTRACTING. This Order, or any rights hereunder, may not be assigned or hypothecated; and none of the work which

Buyer contemplates being performed by Supplier shall be sub-contracted, without Buyer's prior written consent; and if and when subcontracting is allowed, Supplier shall continue to comply with, and be bound by, all provisions of this Order.

11. USE OF BUYER'S NAME. Supplier shall not, without first obtaining the written consent of Buyer, in any manner publish the fact that Supplier has furnished or contracted to furnish Buyer the goods, disclose the prices at which Supplier is offering to sell such goods to Buyer, or use the name of Buyer or any of its customers in Supplier's advertising.
12. COMPLIANCE WITH LAWS AND REGULATIONS. Supplier agrees that it will comply with all laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this Order.
 - A. Unless exempt, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. If applicable, the contractor and subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.
13. CONFLICT MINERALS. Supplier acknowledges that Buyer is required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act ("the Dodd-Frank Act") and inter alia must file disclosures and reports with the United States Securities and Exchange Commission related to the use of tin, tantalum, tungsten and gold ("Conflict Minerals"). Supplier represents and warrants that it will source, and track the chain of custody of, all Conflict Minerals contained in any products or materials provided by Supplier to Buyer in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (or such other internationally recognized due diligence standard as Buyer and Supplier may jointly agree upon). At Buyer's request (which may be as frequently as quarterly at Buyer's discretion), Supplier must execute and deliver to Buyer declarations in the form of the EICC-GESI Conflict Minerals Reporting Template as adopted by EICC-GESI from time to time, or (at Buyer's discretion) in any other form that Buyer reasonably requests. Supplier agrees and represents that all products and materials provided by Supplier to Buyer after December 31, 2014 shall be "Conflict Free" (as defined in the Dodd-Frank Act)

and at Buyer's request from time to time Supplier shall execute and deliver to Buyer a written declaration to the same effect.

14. COUNTRY OF ORIGIN. Seller shall mark all shipments with, and designate, and certify the country of origin and manufacture of products in accordance with all applicable United States laws and regulations, including applicable customs and Federal Trade Commission rules and regulations.