

# R.W. MARTIN & SONS, INC. SPECIFIC TERMS AND CONDITIONS

**ACKNOWLEDGMENT:** Written acknowledgment of this order is requested within ten (10) days and must show: (1) Price of items shown on order; (2) Date equipment is available for removal. Any substitutions, cancellations, price variances or changes in specifications must have Buyer's written authorization prior to shipment.

**INVOICE:** Email (to [accounting@rwmartin.com](mailto:accounting@rwmartin.com)) all invoices to the attention of "Accounts Payable Dept." at time of receipt of purchase order. Include Bill of Lading or shipping memoranda, if any, showing full routing. The payment terms available to Buyer shall commence on the date of receipt of the proper invoice. Final payment may not be made until the following items have been received by Buyer:

- a) Applicable operations and maintenance manual(s) covering merchandise installation, safe operation, product care, maintenance and service; including all applicable electric, pneumatic and hydraulic diagrams.
- b) Recommended spare parts list(s) with pricing.
- c) Copy of unit production records(s), if applicable.

All merchandise is subject to the inspection, count, and testing approval and/or rejection by the Buyer.

**WRITTEN ORDERS REQUIRED:** The proper Purchase Order Number and Seller's name must appear on all correspondence, invoices, packing slips, bills of lading, and packages. Buyer shall not be responsible for goods, wares, or merchandise supplied without an authorized written order.

**GOVERNMENTAL CODES, LAWS AND REGULATIONS:** Seller warrants that no code, law, regulation, or ordinance of the United States, a state or any other governmental authority or agency, or applicable Executive Order, has been violated in the manufacture or sale of merchandise covered by this purchase order, and warrants that the equipment, supplies, and/or merchandise covered by this purchase order conform with all such requirements. Seller shall indemnify Buyer against any liability, expenses, or loss resulting from Seller's failure to do so.

**SAFETY AND HEALTH:** Seller shall provide a material safety data sheet (MSDS) conforming to the requirements of OSHA's Hazard Communication Standard, 29 CFR 1910.1200, for all chemicals or merchandise covered by that standard. This MSDS and future updates must be sent to: Hazardous Materials Coordinator, Kent, OH.

**PRICING:** Seller shall be in compliance with the Economic Stabilization Act of 1970 and with Executive Order 11615 of August 15, 1971, and all such amending and/or superseding Executive Orders and governmental regulations as may be issued pursuant thereto. Further, the Seller warrants that the amounts invoiced under this purchase order will not exceed the lower of (1) the contract price, or (2) the maximum level established in accordance with the above described Executive Order and/or governmental regulations, nor shall this purchase order be filled in quantities greater than stated, without the approval of the Buyer.

Seller agrees to insert the substance of this clause, including this Paragraph, in all subcontracts for supplies or services issued under this purchase order.

**EQUAL OPPORTUNITY:** All the quoted provisions contained in Section 203 of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973; the Affirmative Action Clause for the Handicapped, 41 CFR-60-741.4; the Affirmative Action Clause for Disabled Veterans and the Veterans of the Vietnam Era, 41 CFR-60-250.4; relative to equal employment opportunity; the Utilization of Minority Business Enterprise clauses, 41 CFR-1-1.1310-2; the Utilization of Small Business Concerns clauses, 32 CFR-7-104.14 and 41 CFR-1-1.7103; and Americans with Disabilities Act of 1992 and the rules and regulations issued thereunder are all hereby incorporated in this purchase order by reference. Seller agrees to comply with the same unless exempted. As used therein the word "Contractor" shall be deemed to mean "Seller" and the word "Contract" shall be deemed to mean this purchase order.

**FAIR LABOR STANDARDS:** Seller agrees to conform with all provisions of said Fair Labor Standards Act of 1938, and the Wage and Hour Law.

**INDEMNIFICATION:** Seller will defend, indemnify and hold harmless Buyer and its affiliates, and their respective customers, directors, officers, employees, agents, insurers, successors and assigns, and all of their respective agents, successors and assigns (the "Indemnified Parties") against all damages, losses, claims, liabilities and expenses (including without limitation attorneys' and other professional fees, settlements and judgments) arising out of or resulting from: (a) any actual or alleged breach of or failure by Seller to comply with any representation, covenant or other term and condition in any Order; or (b) any actual or alleged injury to or death of any person, or any actual or alleged damage to or loss of any property, arising out of (x) any goods in the possession or under the control of Seller, its employees, agents, suppliers or contractors, (y) any services performed by Seller, its employees, agents, suppliers or contractors or (z) the negligent or wrongful acts or omissions or intentional misconduct of Seller, its employees, agents, suppliers or contractors.

**INSURANCE:** Seller agrees to maintain at its expense adequate worker's compensation, comprehensive general liability, automobile and other public liability and property damage insurance coverage in amounts and coverages to cover all claims hereunder.

**GOVERNING LAW & JURISDICTION:** This purchase order and all transactions between Buyer, or related entities, and Seller, shall be governed by the laws of the State of Ohio, and each party hereby irrevocably and unconditionally: (i) consents to submit to the exclusive jurisdiction of the courts of Portage County, Ohio, for any proceeding arising in connection with this purchase order, and each such party agrees not to commence any such proceeding except in such courts, and (ii) waives any objection to the laying of venue of any such proceeding in the courts of Portage County, Ohio. Each party, for itself, its successors, and assigns, waives all right to trial by jury of any claim arising with respect to this purchase order or any matter related in any way thereto.