

# MARLIN THERMOCOUPLE WIRE INC

## Purchase Order General Terms and Conditions

1. **ACCEPTANCE:** This order may be accepted only on the exact terms and conditions as set forth herein. Should SELLER (aka VENDOR) sell to MARLIN THERMOCOUPLE WIRE INC or otherwise perform, without executing an acknowledgement copy hereof, and return it to MARLIN THERMOCOUPLE WIRE INC, MARLIN THERMOCOUPLE WIRE INC may refuse delivery without obligation, or may receive delivery subject only to all of the terms and conditions hereof. Any terms and conditions proposed by SELLER that are inconsistent with or in addition to the terms and conditions contained herein, are expressly rejected, and shall be void and of no effect. No contract shall exist except as herein provided.
2. **APPLICABLE LAW:** This contract shall be governed by and construed in accordance with the laws of the state of Ohio. SELLER warrants that it shall comply with all applicable federal, state or other laws and regulations in connection with the manufacture and sale of the goods purchased on this order, and further agrees to hold MARLIN THERMOCOUPLE WIRE INC harmless from any damage suffered as a result of SELLER's failure to comply.
3. **CANCELLATION:** MARLIN THERMOCOUPLE WIRE INC reserves the right to cancel this order at any time. In the event of cancellation of this order, MARLIN THERMOCOUPLE WIRE INC's liabilities shall be limited to contract price for furnished goods. If at the time of cancellation the goods are unfinished, MARLIN THERMOCOUPLE WIRE INC's liability shall be limited to the actual cost of the materials used directly in the manufacture, and actual costs of labor expended in the processing the unfinished units prior to SELLER's receipt of the notice of cancellation. All finished and unfinished units shall be delivered to MARLIN THERMOCOUPLE WIRE INC.
4. **CHANGES and ALTERATIONS:** No changes in terms, conditions, price or deliveries shall be made without MARLIN THERMOCOUPLE WIRE INC's specific authorization in writing, providing, however, if goods ordered hereunder are to be specially manufactured in accordance with MARLIN THERMOCOUPLE WIRE INC's drawings and specifications, and if such changes require a change in price or time of performance, SELLER shall notify MARLIN THERMOCOUPLE WIRE INC immediately and thereupon an equitable adjustment shall be negotiated.
5. **CONFIDENTIAL INFORMATION:** SELLER shall not, without prior written consent of MARLIN THERMOCOUPLE WIRE INC, in any manner advertise or publish the fact that SELLER has contracted to furnish the goods herein mentioned. Breach of this condition shall entitle MARLIN THERMOCOUPLE WIRE INC to cancel this order without further liability to SELLER.
6. **CONSENSUS STANDARDS:** Due to the nature of goods produced by MARLIN THERMOCOUPLE WIRE INC the SELLER must ensure that all applicable consensus standards be followed as they relate to the goods, materials or service that they, the SELLER, provides to MARLIN THERMOCOUPLE WIRE INC. The specific consensus standards to be adhered to are all a part of AMS2750 (Aerospace Material Specification – Pyrometry), to the extent specified in that specification, and include; ASTM E 207, ASTM E 220, ASTM E 230, ASTM E 608, ASTM E 1129, ASTM MNL 7 and ASTM MNL 12. Clarification of this requirement will be supplied on written request of the SELLER to MARLIN THERMOCOUPLE WIRE INC. This also includes the inclusion of the following statements as referenced in AS9100-B: Should the SELLER become aware of any nonconforming material product or service prior to or after delivery to MARLIN THERMOCOUPLE WIRE INC the SELLER must notify MARLIN THERMOCOUPLE WIRE INC in a timely manner and allow MARLIN THERMOCOUPLE WIRE INC to arrange for approval or rejection of the nonconforming materials and product; this includes notification of any unauthorized changes in product and or process definition. Further the SELLER must agree to the right of access by MARLIN THERMOCOUPLE WIRE INC, their customer and regulatory authorities to all facilities involved in the order and to all applicable records; this applies as well to flow down to sub-tier suppliers the applicable requirements in the SELLER's purchasing documents, including key characteristics where required. Any part of the referenced consensus standards unintentionally omitted will be understood to have been included in this agreement and will be honored as such.
7. **DELIVERY:** Time is of the essence of this contract, and if SELLER fails to perform completely by the time promised. MARLIN THERMOCOUPLE WIRE INC reserves the right without liability, and in addition to its other rights, to terminate this contract on giving notice of termination to SELLER. Any unauthorized changes to quantity or charges for boxing, packaging, or cartage will not be allowed and is subject to refusal. SELLER shall be liable for all loss or damages to goods or to third persons by reason of any casualty during manufacture and shipment until delivered to MARLIN THERMOCOUPLE WIRE INC's destination.
8. **DRAWINGS, BLUEPRINTS, TOOLS, DIES, ARTWORK, ETC:** Unless otherwise herein agreed, SELLER shall furnish special dies, tools and patterns used in the manufacture of this order at its own expense. MARLIN THERMOCOUPLE WIRE INC reserves the right at any time to reimburse SELLER for the whole or part of the costs of the dies, tools, and patterns and replacements, and become the owner with right of possession of same.
9. **EXCLUSIVE RIGHTS:** SELLER agrees that all specifications and drawings furnished to it in connection with this order shall be used only in the manufacture of materials furnished to MARLIN THERMOCOUPLE WIRE INC
10. **INDEMNITY:** Seller shall hold harmless MARLIN THERMOCOUPLE WIRE INC and its customers from any and all damages from claims arising out of the use of the goods, from any patent or hidden defects in the goods, or from any dangerous conditions thereof. SELLER agrees to repay any amount paid by MARLIN THERMOCOUPLE WIRE INC to settle any of said claims or liabilities, and to pay any judgment rendered against MARLIN THERMOCOUPLE WIRE INC or its customers in any action or suit and to reimburse MARLIN THERMOCOUPLE WIRE INC for all costs, attorney's fees and other expenses incurred in the defense of any such suit.
11. **INSPECTION:** All goods purchased hereunder are subject to the inspection of MARLIN THERMOCOUPLE WIRE INC within a reasonable time of delivery to the destination point. MARLIN THERMOCOUPLE WIRE INC reserves the right to reject and refuse acceptance of goods which are not in accordance with this order, the instructions, specifications, drawings and data of SELLER's warranties (express or implied). MARLIN THERMOCOUPLE WIRE INC shall have the option of returning rejected goods to SELLER at SELLER's expense. Payment for any goods ordered hereunder prior to inspection and acceptance shall not constitute acceptance and is without prejudice to any claims which MARLIN THERMOCOUPLE WIRE INC may have against SELLER.
12. **INSURANCE:** Seller agrees to hold MARLIN THERMOCOUPLE WIRE INC harmless from any property damage or personal injury resulting from SELLER's performance of this contract. SELLER shall provide MARLIN THERMOCOUPLE WIRE INC, on demand, certificates of insurance adequately insuring against such losses.
13. **MATERIALS SUPPLIED by MARLIN THERMOCOUPLE WIRE INC:** Any material that MARLIN THERMOCOUPLE WIRE INC furnishes on other than a charge basis in connection with this order shall be deemed to be held by SELLER on consignment. All such materials not used in the manufacture of the goods covered by this order shall as directed, be returned to MARLIN THERMOCOUPLE WIRE INC at our expense. Where materials furnished by MARLIN THERMOCOUPLE WIRE INC to SELLER are scrapped due to incorrect machine work or are not returned to MARLIN THERMOCOUPLE WIRE INC, MARLIN THERMOCOUPLE WIRE INC may charge the SELLER for the scrapped or not returned materials at the original cost or replacement cost, including freight charges, at MARLIN THERMOCOUPLE WIRE INC's option. SELLER is responsible for holding all property of MARLIN THERMOCOUPLE WIRE INC, including materials supplied by MARLIN THERMOCOUPLE WIRE INC, and any tools, dies or drawings, whether provided by MARLIN THERMOCOUPLE WIRE INC or SELLER, in a safe place and in good working order.
14. **MISCELLANEOUS:** SELLER expressly agrees that no part of this order shall be subcontracted without MARLIN THERMOCOUPLE WIRE INC's express written consent. MARLIN THERMOCOUPLE WIRE INC reserves the right to correct any typographical errors. Mistakes in prices and discounts, and notable discrepancies in quantities and sizes are to be reported by SELLER immediately. Please show MARLIN THERMOCOUPLE WIRE INC's purchase order number on all invoices, shipping papers and correspondence.
15. **PRICE:** Prices as shown on this order are those agreed upon and are not subject to increase. If no price is stated, it is agreed that the goods shall be priced as last quoted, or the prevailing market rate, whichever is lower.
16. **PAYMENT TERMS:** It is expressly agreed that the cash discount period will date from the receipt of the invoice or the receipt of the goods, whichever is later. On invoices returned for correction, the cash discount period will date from the receipt of the corrected invoice.
17. **WARRANTY:** SELLER expressly warrants that the goods covered shall be merchantable, free from patent or other defects, and of the quality, size, description and dimensions specified. SELLER also expressly warrants that the goods shall be fit for any particular purpose of which the SELLER has actual knowledge or reason to know for which the goods ordered herein are required by MARLIN THERMOCOUPLE WIRE INC. These warranties shall survive the acceptance of the goods and shall be in addition to any warranties of additional scope given to MARLIN THERMOCOUPLE WIRE INC by SELLER.