

PURCHASE ORDER TERMS AND CONDITIONS

This PURCHASE ORDER constitutes an offer to purchase and not an acceptance of any offer to sell. This offer for goods and/or services may be accepted only according to all terms and conditions of this order without modification, addition, deletion, or alteration unless made in writing and signed by both parties.

1. Acceptance-Agreement. Seller's commencement of work on the goods subject to this purchase order or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms contained on the face and back hereof. Any proposal for additional or different terms, or any attempt by Seller to vary in any degree any of the terms of this offer (unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods) but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. Any acceptance by Atwood Mobile Products (hereafter "Buyer") of any terms in any forms used by the Seller is conditioned upon Seller's consent to any additional or different terms contained herein.

2. Risk of Loss and Title. Risk of loss and title shall pass to Buyer upon delivery of goods to Buyer, and not upon delivery of such goods to any carrier. Passage of title under this provision shall not limit Buyer's full right of inspection or final acceptance. Title to items returned by Buyer for failure to correspond in any respect with this order shall be passed to Seller upon delivery of said items to a carrier consigned to the Seller.

3. Price. If a price appears on this order, that price shall govern. If no price is stated in this order, the price charged by Seller for goods or services covered in this order shall be the lowest prevailing market price on the date Seller received this order, provided the price charged by the Seller shall not, without the prior written consent of Buyer exceed either the last quotation received by Buyer from Seller prior to the date hereof, or the price at which Buyer last purchased such goods or services from Seller. The Seller warrants that prices charged for goods delivered in accordance with this order will conform with all government price regulations in effect during the period required to complete the transaction.

4. Packaging. All goods covered by this order shall be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation rates and to meet the carrier's requirements. No charges will be allowed for packing or crating unless stated in this order. Each container must be clearly marked to show quantity, contents, Seller's name, Buyer's part number and the number of this order.

5. Right of Rejection. Buyer reserves the right to return to Seller, at Seller's expense, goods delivered hereunder which do not meet the terms and conditions stated in this order or are otherwise defective. Alternatively, Buyer may accept that portion of the goods actually delivered that conforms with the terms of this order and return the balance to Seller at Seller's expense. In such event, Buyer shall pay only the proportionate amount of the total price that corresponds to the quantity accepted, regardless of normal price for such lesser quantity.

6. Setoff. All claims for money due or to become due from Buyer shall be subject to deduction or setoff by the Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.

7. Delivery. Time is of the essence in this order. Seller will make deliveries in the quantities and at the times specified herein or in releases issued hereunder. If Seller's deliveries fail to meet Buyer's delivery schedule, or if delivery of items or rendering of services is not contemplated by the time promised, Buyer, in addition to its other rights,

- (i) May direct expedited routing and charge Seller for any excess cost incurred as a result.
- (ii) May charge Seller for any costs incurred by Buyer and/or Buyer's customers for production delays caused by Seller's failure to meet such schedules.
- (iii) May terminate this contract by notice effective when received by Seller as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss incurred.

8. Contingencies. In the event that Buyer fails to make shipments by reason of fire, explosion, flood, accident, civil unrest, riot, strike, interruption or delay in transportation, labor trouble, or any other circumstance of like or different character beyond the Buyer's reasonable control, or if occasioned by partial or complete suspension of operations at any of the Buyer's facilities, at the Buyer's option, Buyer may cancel the order and return the shipments to Seller, at Buyer's expense. No other liability shall arise against Buyer in such circumstances.

9. Termination for Convenience of Buyer. Buyer reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination, seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price, reflecting the percentage of the work satisfactorily performed prior to the notice of termination, plus actual direct costs resulting from termination.

10. Termination for Cause. Buyer may also terminate this order or any part hereof for cause in the event of any default by the Seller or if the Seller fails to comply with any of the terms and conditions of this offer. In the event of termination for cause, Buyer shall not be liable to Seller or any amount, and Seller shall be liable to buyer for any and all damages sustained by reason of the default which gave rise to the termination.

11. Patents, Trademarks and Copyrights. The Seller will exonerate, indemnify and hold harmless the Buyer from and against all liability, cost or expense, including actual attorney fees, that may be incurred or sustained by buyer because of any claim, suit or action brought, or threatened to be brought, against the Buyer or its customers for actual or alleged infringement of any patent trademark or copyright due to the manufacture of goods covered by this order by Seller, or the resale of it for a purpose known to Seller. Seller, at buyer's request, will defend, at the Seller's expense, any such claim, suit or action.

12. Compliance with Applicable Laws. Seller represents that the materials delivered pursuant to this order shall have been manufactured in accordance with the requirements of the Fair Labor Standards Act and all other applicable federal, state and municipal laws, rules and ordinances. Seller is an Equal Opportunity Employer and agrees to comply with provisions set forth in Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 38 U.S.C. § 4212 of the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended and all provisions of 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

13. Taxes. The purchase price set out in this agreement, as defined in paragraph three of this order, is inclusive of all taxes and other governmental charges now imposed or hereafter becoming effective upon the production, sale, shipment, use or erection of the materials specified in this order, and Seller agrees to indemnify Buyer against, and reimburse it for any expenditures it may be required to make because of Seller's failure to pay such taxes and other governmental charges.

14. Proprietary Information – Confidentiality – Advertising. Seller shall consider all information, equipment, and material (hereinafter "Material") furnished by, or paid for by Buyer to be confidential and shall not disclose any such Material to any other person, or use such Material itself for any purpose other than performing this contract without the express written permission of the Buyer. Seller shall securely store all Materials to limit access to them. Materials supplied by, or paid for by Buyer for use on this order shall be the property of the Buyer, and the Buyer may withdraw them from Seller's premises on demand. All Materials shall be carefully preserved by Seller and maintained in good operating condition at all times.

15. Invoices and Discounts. All invoices must be sent to Buyer and be issued in duplicate unless otherwise specified. Each invoice must be mailed on the date appearing on the invoice. Invoices must be rendered by the person, firm or corporation to which this order is issued. If unable to comply, please return this order to Buyer and advise Buyer of the name and address to which the invoice should be rendered. Discount date will be established from the date on which Seller will have complied with all requirements of the order and Buyer has received an invoice in good order.

16. Warranties. In addition to all warranties expressed or implied, established by statutes or common law, or elsewhere set forth in this order, Seller expressly warrants that all goods and services covered by this order will conform to all specifications, drawings, samples, and any other description furnished or adopted by Buyer and will be of the best quality, they will be fit and sufficient for the purpose intended, the goods will also be of good material and workmanship and free from all patent and latent defects. Buyer's failure to give notice to Seller of any breach of warranty shall not discharge Seller's liability for any such breach. The warranties of the Seller together with its service warranties and guarantees, if any, shall run to the Buyer, its successors, assigns and customers. In the event of defects or deficiency in the goods and/or services which are deficient because of Seller's breach of the above warranties. Any goods or materials replaced or services performed by Seller shall be subject to the same warranties as the replaced goods or previously performed services. Seller's liability due to any breach of warranty shall extend to any property of Buyer that is lost, damaged, or destroyed in connection with or arising out of any such breach. Such remedies provided to Buyer are in addition to, and are not exclusive of any of Buyer's other rights and remedies. If any goods are delivered in a defective or non-working condition, efforts of Buyer to correct such defect shall not constitute an acceptance, nor shall they affect the warranties applicable to the goods.

17. Indemnification. Seller shall defend, indemnify and hold harmless Buyer against all damages, claims or liabilities and expenses including attorneys' fees) arising out of, or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.

18. Limitations on Buyer's Liability – Statute of Limitations. In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.

19. Waivers. Any failure by Buyer to enforce and require strict performance by Seller of any terms or conditions of this order shall not constitute a waiver thereof by Buyer, and Buyer may at anytime avail itself of the remedies Buyer may have for any breach of the terms hereof

20. Assignment. This order may not be assigned by Seller without the prior written approval of Buyer.

21. Entire Agreement. The terms and conditions stated on the front and back side of this order constitutes the entire agreement between the Seller and Buyer regarding the sale and purchase of the goods and services specified herein and no modification hereof shall be effective unless made in writing and signed by both parties.