

Facilities Worldwide



Through steady, planned expansion, Martin has developed a network of modern manufacturing and service centers.

The ever increasing demand for high quality Martin products from many industries and markets has been met by continuous modernization and expansion of manufacturing and marketing facilities. Now, with plants located in key industrial areas throughout the United States, Martin is able to produce and deliver quality products to best serve the needs of every market in virtually any quantity. Distributors are located in all fifty states and throughout the world to provide total product availability.

It's through this manufacturing and marketing organization that Martin makes good its claim of serving industry "wherever machinery is in motion and materials are on the move."



HEADQUARTERS - ARLINGTON, TX



ABILENE, TX



ARLINGTON, TX



ATLANTA, GA



BOSTON, MA



CHARLOTTE, NC



CHICAGO, IL



CLARKSVILLE, TX



DALLAS, TX



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DETROIT, MI



FT. WORTH, TX



HOUSTON, TX



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LOS ANGELES, CA



MANSFIELD, TX



MINNEAPOLIS, MN



MONTPELIER, OH



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MEXICO



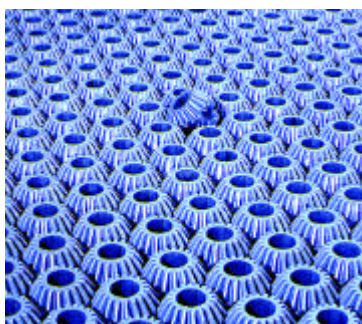
SHANGHAI, CHINA

Martin Sprocket & Gear, Inc.

3100 Sprocket Drive 76015-2898
P.O. Box 91588 • Arlington, Texas 76015-0088
817-258-3000 • FAX 817-258-3333



Our headquarters operation in Arlington, Texas serves as backup inventory for our Service Centers throughout North America.



Product availability rests on keeping finished inventory ready for quick delivery anywhere in the nation.



Screw conveyor inventories support the local distributors.

USA

General Offices Sales and Manufacturing

Arlington, TX

3100 Sprocket Drive 76015-2898
P.O. Box 91588 • Arlington, Texas 76015-0088
817-258-3000 (FAX 817-258-3333)

Sales and Manufacturing

Danielsville, PA

3376 Delps Road 18038
P.O. Box 267 • Danielsville, PA 18038-0267
610-837-1841 (FAX 610-837-7337)

Ft. Worth, TX (Conveyor Division)

3600 McCart Street (76110-4692)
P.O. Box 1038 • Ft. Worth, TX 76101-1038
817-258-3000 (FAX 817-258-3173)

Mansfield, TX

811 4th Avenue 76063
P.O. Box 193 • Mansfield, TX 76063-0193
817-473-1520 (FAX 817-473-0465)

Montpelier, OH

350 Airport Road 43543
P.O. Box 29 • Montpelier, OH 43543-0029
419-485-5515 (FAX 419-485-3565)

Sacramento, CA

1199 Vine Street 95814-0426
Sacramento, CA 95853-3856
916-441-7172 (FAX 916-441-4600)

Scottsdale, GA

3303 Church Street 30079-1395
P.O. Box 886 • Scottsdale, GA 30079-0886
404-292-8744 (FAX 404-292-7771)

Ft. Worth, TX (Tool & Forge Division)

3600 McCart Street 76110-4692
P.O. Box 1038 • Ft. Worth, TX 76101-1038
817-258-3000 (FAX 817-258-3173)

Mini Manufacturing Centers

Boston, MA

357 Fortune Boulevard
Milford, MA 01757
508-634-3990 (FAX 508-634-3998)

Charlotte, NC

3901 South I-85 Service Road 28208
Box 19447 • Charlotte, NC 28219-0447
704-394-9111 (FAX 704-394-9122)

Chicago, IL

1505 Birchwood Avenue
Des Plaines, IL 60018-3001
847-298-8844 (FAX 847-298-2967)

Denver, CO

10800 East 54th Avenue 80239
P.O. Box 39208 • Denver CO 80239-0208
303-371-8466 (FAX 303-371-7116)

Houston, TX

9910 Bent Oak Drive 77040
P.O. Box 41209 • Houston, TX 77241-1209
713-849-4330 (FAX 713-849-4807)

Kansas City, MO

1520 N. Commerce Avenue 64120
P.O. Box 4961 • Kansas City, MO 64120-4961
816-231-5575 (FAX 816-231-1959)

Los Angeles, CA

5920 S. Triangle Drive
Commerce, CA 90040-3688
323-728-8117 (FAX 323-722-7526)

Minneapolis, MN

10601 Hampshire Avenue South
Bloomington, MN 55438-2395
952-829-0623 (FAX 952-944-9385)

Portland, OR

3030 N.W. Industrial
Portland, OR 97210-0046
503-223-7261 (FAX 503-221-0203)

Tampa, FL

3201 Queen Palm Drive Tampa FL 33619
813-623-1705 (FAX 813-626-8953)

Wayne, NJ

7 High Point Drive
Wayne, NJ 07470-7432
973-633-5700 (FAX 973-633-7196)

Detroit, MI

12555 Belden Ct.
Livonia, MI 48150
734-367-0238 (FAX 734-367-0547)

Manufacturing Only

Abilene, TX

Clarksville, TX

Dallas, TX

Paragould, AR (Includes the Plastics Div.)

CANADA

Sales and Manufacturing

Martin Sprocket & Gear Canada Inc.

896 Meyerside Drive
Mississauga, Ontario, Canada L5T 1R9
905-670-1991 (FAX 905-670-2110)

Martin Sprocket & Gear Canada Inc. (Conveyor Division)

Box C3, RR #1
Ayr, Ontario, Canada NOB 1E0
519-621-0546 (FAX 519-621-4413)

CHINA

Shanghai

Fuzhou

Chengdu

MEXICO

Sales and Manufacturing

Martin Sprocket & Gear de Mexico, S.A. de C.V.

Km 52.8 Carretera, Naucalpan-Toluca
Parque Industrial, Toluca 2000
Calle 3, Manzana VII, Lote 11
Toluca Edo. de Mexico, C.P. 50200
011-52-72-790023 (FAX 011-52-72-790024)

**For more information, contact your nearest Martin Distributor or Martin
Call Martin for your made-to-order and altered item req**

GENERAL TERMS AND CONDITIONS OF SALE

1. Introduction

1.1 These Conditions comprise the terms and conditions under which Seller is willing to supply the Products and/or Services to Purchaser. Unless otherwise agreed in writing by Seller, all Contracts are entered into on the basis of these Conditions to the exclusion of any other terms and conditions set out or referred to in any document or other communication used or issued by Purchaser in concluding a Contract.

1.2 A quotation by Seller does not constitute an offer and Seller reserves the right to withdraw or revise any quotation at any time prior to Seller's acceptance of Purchaser's order. If there is any conflict between these Conditions, Purchaser's order and any special terms and conditions agreed in writing by Seller, these Conditions shall prevail.

1.3 A Contract shall be formed when acceptance of Purchaser's order is confirmed in writing by Seller and the quantity and description of the Products shall be as set out or referred to in the relevant Purchaser's order if accepted by Seller.

1.4 Purchaser acknowledges that in entering into the Contract, it does not rely on and shall have no remedy in respect of, any statement, representation, warranty or understanding, whether oral or in writing and whether negligently or innocently made, of any person (whether a party to the Contract or not) which is not expressly referred to or set out in the Contract. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into the Contract (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in these Conditions.

1.5 No person other than a party to the Contract shall be entitled to enforce any term of it save that where an agreement is entered into pursuant to which any rights and/or obligations contained in the Contract are assigned or novated to a third party, nothing in this Clause shall, of itself, operate to prevent the assignee from taking the benefit of, and enforcing, any rights so assigned.

2. Interpretation

2.1 In these Conditions:

2.2 "Purchaser" means the person named overleaf whose order for the Products is accepted by Seller and/or to whom Services are supplied;

"Conditions" means these terms and conditions for the sale of the Products and/or the supply of Services;

"Contract" means the contract between Seller and Purchaser for the sale of the Products and/or the supply of Services comprising these Conditions Purchaser's order and any special terms and conditions agreed in writing between an authorized representative of Seller and Purchaser;

"Products" means material handling products, mechanical power transmission products, forgings and tools which Seller has agreed to supply in accordance with these Conditions, as specified in the Contract;

"Seller" means the company named overleaf;

"Services" means the services which the Seller agrees to supply to the Purchaser in accordance with these Conditions;

"Tools" means the industrial hand tools and body and fender tools comprising part of the Products.

2.3 Clause headings are for ease of reference and do not form part of nor shall they affect the interpretation of these.

2.4 Conditions or any Contract which incorporates them.

2.5 References to each party include its permitted assigns and successors by operation of law.

3. Orders

3.1 Purchaser shall be responsible to Seller for ensuring the accuracy of any order submitted by Purchaser.

3.2 No order which has been accepted by Seller may be cancelled or varied by Purchaser except with the agreement in writing of Seller and on terms that Purchaser shall indemnify Seller in full against the cost of all labour and materials used in connection with the order so cancelled or varied and against all losses, costs, damages, charges and expenses suffered or incurred by Seller as a result of that cancellation or variation.

3.3 Samples are sent and inspected solely to enable Purchaser to judge the quality of the bulk and shall not render any sale a sale by sample. All samples shall remain the property of Seller and shall be returned to Seller on request.

3.4 Purchaser:

3.4.1 acknowledges that in selecting the Products Purchaser must use its own skill and judgement as to which of the Seller's Products meet Purchaser's requirements;

3.4.2 warrants that it has and shall use such skill and judgement all times in selecting the Products;

3.4.3 agrees it will be responsible for ensuring that the Products selected are fit for Purchaser's purpose; and

- 3.4.4 agrees that Seller shall not be responsible for any selection of the Products made by Purchaser and will not have any liability to Purchaser for any losses, damages, costs or expenses incurred or suffered by Purchaser as a result thereof.

4. Specifications

- 4.1 Seller reserves the right to substitute suitable alternative Products where necessary and/or to make any changes in the specification of the Products which are required to conform with any applicable safety or other legal, statutory or regulatory requirements and/or, where the Products are to be supplied to Purchaser's specification, which do not materially affect their quality or performance.
- 4.2 Where the Products are supplied to Purchaser's specifications or designs, Purchaser shall indemnify, and keep indemnified, Seller fully against any and all actions, claims, losses, damages, costs and expenses (including legal expenses) awarded against or incurred by Seller in connection with, or paid or agreed to be paid by Seller in settlement of, any claim made or proceedings brought against Seller for alleged infringement of patent rights, copyright, design, trade mark or other industrial or intellectual property rights as a result of the carrying out by Seller, its employees or subcontractors of any work required to be done to the Products in accordance with Purchaser's specification or design.
- 4.3 All designs, drawings, specifications, brochures, catalogues, price lists and advertising matter are the copyright of and shall remain the property of Seller and must not be copied, reproduced or divulged either directly or indirectly to any other person without Seller's prior written consent.

5. Prices and Payment

- 5.1 Unless otherwise agreed, the price of the Products and/or Services ("Price") shall be Seller's quoted price.
- 5.2 All quotations are valid for thirty days after issue or the period stated on the quotation after which time they may be altered by Seller without giving notice to Purchaser. All quotations may be withdrawn at any time before acceptance and if not accepted within 30 days from the date thereof, shall be deemed to have been withdrawn.
- 5.3 Seller reserves the right by giving notice to Purchaser at any time before delivery and/or performance to increase the Price of the Products and/or Services to reflect any increase in the cost to Seller which is due to (i) any factor beyond the control of Seller (including, without limitation, foreign exchange fluctuation, currency regulation or alteration of duties), (ii) any change in delivery dates, quantities or specifications for the Products requested by Purchaser or (iii) any delay caused by Purchaser giving or failing to give adequate information or instructions to Seller.

- 5.4 Seller shall invoice Purchaser on or at any time after despatch of the Products or performance of Services, as the case may be. Unless Seller otherwise agrees in writing, the Price and any other charges for the Products and/or Services must be paid by Purchaser in full within 30 days of the invoice date. The currency for payment shall be, unless otherwise agreed, US dollars.

- 5.5 The Price is, unless expressed otherwise, exclusive of any applicable Value Added Tax and all other applicable taxes and duties (including but not limited to any export or import duties), which shall be additionally invoiced to and payable by Purchaser.
- 5.6 The Products will be suitably packed to withstand the conditions of normal delivery/shipment. Special packing will only be supplied on express written request by Seller and will be charged for in addition to the Price. Packing cases and materials are not returnable.
- 5.7 The Price and all other amounts due under the Contract are payable in full without deduction, withholding, set-off or counter claim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law.
- 5.8 If Purchaser fails to make any payment on the due date then, without prejudice to any other right or remedy available to Seller:

- 5.8.1 Seller reserves the right to cancel the Contract or suspend any further deliveries of the Products to Purchaser and/or the performance of further Services for the Purchaser until Purchaser has rectified matters;
- 5.8.2 Purchaser shall be liable to charge interest on all outstanding accounts at the rate of [2]% per annum above the prevailing base rate of [Martin Sprocket's principal Hong Kong bank] for the time being, such interest to accrue daily from the day the account becomes due to the day of actual payment thereof, whether before or after judgement.

- 5.9 Time of payment shall be of the essence to the Contract.

6. Delivery

- 6.1 Unless otherwise expressly agreed, delivery of the Products shall be made, at Purchaser's expense, according to Seller's normal scale of charges, to Purchaser's principal place of business or any other address Purchaser may notify to Seller or delivery of the Products shall be made by Purchaser collecting the Products at Seller's premises at any time after Seller has notified Purchaser that the Products are ready for collection or, if some other place for delivery is agreed by Seller, by Seller delivering the Products to that place]. Purchaser shall inspect the Products immediately upon delivery and inform Seller of any damaged, faulty or incorrect the Products in accordance with Clause 11.

6.2 Any dates or times quoted by Seller for delivery of the Products (and/or performance of the Services) are approximate only and Seller shall not be liable for any cost or damage caused by late or non-delivery and time for delivery shall not be of the essence. Any delay in delivery of the Products and/or performance of Services shall not give Purchaser a right to reject the Products or treat the Contract as repudiated.

6.3 Seller reserves the right to deliver the Products in installments, and these Conditions shall apply to each such delivery. Any failure by Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by Purchaser in respect of any one or more installments shall not entitle Purchaser to treat the Contract as a whole as repudiated.

6.4 If for any reason Purchaser fails to give delivery instructions, [or take delivery of the Products on the due date or within 7 days of notification that the Products are ready for collection] or otherwise causes or requests a delay in delivery (otherwise than by reason of any cause beyond Purchaser's reasonable control or by reason of Seller's fault), then, without prejudice to any other rights of Seller hereunder, Seller reserves the right to:

6.4.1 store or arrange for the storage of the Products until actual delivery and if it does so it shall so inform Purchaser in writing and Purchaser shall pay or reimburse to Seller the reasonable cost (including insurance) of such storage from the due date, or the date of notification as aforesaid, until delivery to Purchaser; or

6.4.2 sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to Purchaser for the excess over the Price under the Contract or charge Purchaser for any shortfall below the Price under the Contract.

7. Risk and Title

7.1 The risk of damage to or loss of the Products shall pass to Purchaser on delivery in accordance with the provisions of Clause 6.1.

7.2 Notwithstanding the provisions of Clause 7.1, the Products shall remain the sole and absolute property of Seller until Purchaser has paid the Price and all other sums due from Purchaser to Seller whether under the Contract or otherwise (including any interest thereon) in full. Until such time:

7.2.1 Purchaser shall carefully store the Products and maintain records of the same in a manner which makes them readily identifiable as the property of Seller and keep them insured [against all loss or damage howsoever caused] at its own expense;

7.2.2 If payment for the Products supplied under the Contract (including any contract treated as a separate contract by

virtue of Clause 6.3) becomes overdue in whole or in part or Purchaser becomes insolvent, enters into liquidation, receivership or administration or ceases or threatens to cease to carry on business, Seller shall have the right (without prejudice to any other remedies) to enter without prior notice any premises [during normal working hours] and to repossess and/or resell any Products.

8. Provision of Services

8.1 Seller shall perform the Services in accordance with these Conditions.

8.2 Seller reserves the right to use persons other than its employees to perform the Services. Seller accepts full responsibility for the work done by such persons in accordance with these Conditions.

8.3 Seller shall have no obligation to perform any work or undertake any activity which does not comprise part of the Services. If Purchaser requests and Seller agrees to perform any such extra work, such work will be charged at Seller's then prevailing rates.

8.4 Where Seller undertakes the Services at Purchaser's premises, Purchaser shall, at its own expense, provide such layout and other drawings and information and such facilities as Seller may require for the performance of the Services.]

9. Warranty

9.1 Seller warrants it shall perform the Services with reasonable care and skill using persons of appropriate expertise.

9.2 Subject to the provisions of Clause 10, Seller warrants that, insofar as they have been manufactured by Seller, the Products will correspond with their specification at the time of delivery and will be free from defects in materials and workmanship for a period of [12 months] from the date of acceptance. The Seller will at its option refund the Price of or repair or replace free of charge part of the Products manufactured by it which its examination confirms are defective, provided that:

9.2.1 Purchaser notifies any defect to Seller in writing, within [30] days of the defect has become apparent, quoting the serial number if any and the date of purchase; or

9.2.2 the Price and all other charges have been paid in full by the due date for payment; or

9.2.3 the defect did not arise as a result of fair wear and tear, misuse, neglect, alteration, mishandling, unauthorized manipulation by any person other than a duly authorized representative of Seller or failure to follow Seller's instructions; or

9.2.4 the defect did not arise as a result of any information, drawing, design or specification supplied by Purchaser; or

9.2.5 the defect is directly attributable to Seller's use of defective material, workmanship or design.

9.3 The warranty in Clause 9.2 above shall be subject to the following conditions:

9.3.1 where the design of the Products of the type in question has been altered since the Products were delivered, Seller may at its option supply the Products of the new design;

9.3.2 any repair or examination of the defective Products or parts shall be carried out at Seller's premises and Purchaser shall, at its own expense and risk, adequately pack the Products and return them to Seller;

9.3.3 if the Products are satisfactory in operation or, if defective, then defective only as a result of circumstances for which Seller is not liable hereunder or as a result of fair wear and tear, Purchaser shall if required by Seller pay a reasonable charge for the examination of the Products by Seller and any cost of returning the Products to Purchaser. In such case Seller will submit to Purchaser a quotation for repair of the Products before effecting any repair and the provisions of Clause 8 shall apply to any repair carried out;

9.3.4 Seller shall not be liable for any costs of stripping or reassembling any equipment into which any of the Products may be fitted.

9.4 Notwithstanding the provisions of Clause 9.2, Seller will at anytime and at its option repair or replace free of charge any Tools which fail to satisfactorily perform their designated use as rated or recommended by Seller.

10. Liability

10.1 Without prejudice to Clause 10.4, Seller shall not be liable for any loss of income, loss of profits, loss of contracts or any economic loss or for any indirect, special, incidental or consequential loss or damage of any kind howsoever arising and whether caused by the negligence of Seller, its breach or non-performance of any of its obligations under the Contract or otherwise.

10.2 Except as expressly provided in Conditions 9.1, 9.2 and 9.3 and except where the absolute prohibitions against exclusion and restriction of liability contained in the Unfair Contract Terms Act 1977 apply, Seller shall in no circumstances be liable to Buyer in respect of any loss, damage or injury of any kind (which for the avoidance of doubt includes consequential loss or damage), whether suffered by Buyer or any other party and how so ever caused (including being caused by any

defect in failure of or unsuitability for any purpose of the Goods or by any negligence whether in relation to design or manufacture of the Goods or at all) and all conditions warranties or other terms whether express or implied statutory or otherwise are hereby excluded.

10.3 These Conditions set forth the full extent of Seller's obligations and liabilities in respect of the supply of the Products and/or performance of the Services. In particular, except as expressly provided in these Conditions, Seller makes and gives no express or implied conditions, warranties, terms or representations of any kind, whether with respect to the Products or otherwise including, without limitation, any implied condition, warranty, term or representation as to satisfactory quality or fitness for a particular purposes and all such conditions, warranties, terms or representations concerning the supply of the Products and/or Services are specifically excluded and disclaimed.

11. Return of Goods

11.1 Seller will accept the return of damaged, faulty or incorrectly supplied Products only where Purchaser has obtained Seller's prior written authorization.

11.2 It is Purchaser's responsibility to check the Products upon delivery. Faulty, damaged or incorrectly supplied Products will be credited at full invoice Price provided Purchaser has returned the Products to Seller complete with all accessories in original packaging.

12. Force Majeure

12.1 Seller shall not be liable to Purchaser for any loss or damage which may be suffered or incurred by Purchaser arising from Seller's delay or failure to fulfill or otherwise discharge any of its obligations under the Contract to the extent that such delay or failure is caused by any non-performance of the Contract by Purchaser, industrial dispute, sudden or substantial depletion of Seller's staff, reason of force majeure or any other cause or circumstances beyond Seller's reasonable control.

12.2 Without limitation to Clause 12.1, if due to the circumstances or events described herein Seller has insufficient stocks to meet all its commitments, Seller may allocate its available supplies amongst its customers including parent, subsidiary or associated companies in such manner as Seller in its absolute discretion considers to be fair.

13. Third Party Rights

Seller shall have no obligation or liability to Purchaser in respect of any infringement or alleged infringement of any intellectual property rights belonging to a third party arising from Purchaser's possession or use of or dealing in the Products and/or Services.

14. Intellectual Property

Nothing in these Conditions shall confer on Purchaser any right, title or interest in or to any intellectual property comprised in the Products and/or Services, which shall at all times remain the property of Seller.

15. Export Controls

Purchaser acknowledges that the Products and all related technical information, documents and materials are subject to export controls under applicable export control laws and regulations, including but not limited to applicable US, UK and EU laws and regulations. Where Purchaser intends to export the Products, Purchaser shall be responsible for obtaining all necessary licenses and complying with all applicable legislation and regulations governing the export of the Products and the importation of the Products into the country of destination and shall be responsible for the payment of all duties on the Products.

16. Notices

Any notice or communication to be given pursuant to these Conditions shall be in writing and shall be deemed to have been properly given if delivered by hand or by courier, or sent by prepaid registered mail or by facsimile to the intended recipients address as either party may notify to the other from time to time. Any notice shall be treated as having been served on delivery if delivered by hand, 2 working days after dispatch if sent by courier, on confirmation of transmission if sent by facsimile and 7 working days after posting if sent by prepaid registered mail.

17. General

- 17.1 The relationship of the parties is that of independent contractors dealing at arms length.
- 17.2 The failure of Seller or Purchaser to enforce any term of these Conditions does not constitute a waiver of it and shall in no way affect the right later to enforce the term.
- 17.3 The invalidity or unenforceability of any provision of these Conditions shall not adversely affect the validity or enforceability of the remaining provisions.
- 17.4 No amendment, variation or addition to these Conditions shall be binding unless agreed to in writing by an authorized representative of Seller.
- 17.5 Seller may assign a Contract or any of its rights and obligations thereunder but Purchaser may not assign all or any of its rights or obligations under any Contract or any part thereof to any other person without Seller's prior written consent.

18. Law and Jurisdiction

The construction, validity and performance of the Contract shall be governed by the laws of United States of America. In the case of dispute, the parties hereby irrevocably submit to the exclusive jurisdiction of the State of Texas (U.S.A.) courts but Seller shall be entitled to bring a claim against Purchaser in any court of competent jurisdiction.