1 DEFINITIONS
In these Conditions, where applicable:
01. "Affiliate" is an entity that directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, another entity within the respective group of companies.
02. "Agreement" means a contract or product, and where the Buyer consists of more than one person, each person jointly and severally.
03. "Terms and Conditions of Sale" as amended from time to time.

04. "Control" means the power, directly or indirectly to direct or cause the direction of the management and/or policies of an entity, whether through the ownership of stock, or by more than 50% of the voting shares, or substantially all of the assets of the business, by contract or otherwise.

05. "Confirmation" is Seller's written confirmation of sale.

06. "Consumer" means a person who is not a Buyer of the Product. For some of the Buyer's businesses or products, and who is protected by consumer protection legislation applicable to the sale.

07. "Party" means a natural person or legal entity, its partnership or other body corporate or any corporation and any governmental or supranational authority.

08. "Party in interest" means a party set forth in Seller's price list in force as of the date that Seller accepts an Order and in the case of the delivery contract means the party of the Price corresponding to the delivery contract.

09. "Party of the First Part" means the party which makes the offer and which thereby acquires the right to be bound by the terms of the offer without prejudice to the right to reject the offer.

10. "Party of the Second Part" means the party which is entitled to accept or reject the offer in accordance with its terms.

11. "Notice" means notice in writing."notice" has a corresponding meaning.

12. "Order" means a written purchase order issued by Buyer to Seller for the purchase of Products.

13. "Party in interest" means a party set forth in Seller's price list in force as of the date of the Contract and an Order is subject to these Conditions for purposes of the Contract.

14. "Objective" means a party which, for its share of the Contract, bears the primary responsibility for the performance of the Contract, or an entity within the respective group of companies.

15. "Product" means any or all of the Products, the resale of which is subject to these Conditions.

16. "Sale" includes rental and other disposal for value of any right or interest in Products, and supply of Services, and refers to Seller and Buyer have a corresponding meaning.

17. "Seller" is Harman International Industries, Incorporated or its Affiliate, as indicated by the Confirmation or invoice.

18. "Taxes" means all applicable duties, taxes, imports, fees and charges, levies, deposits and charges by authority of law upon the importation or sale of Product.

19. Words and phrases defined in the current edition of Incoterms (2010 edition as published by the International Chamber of Commerce in Paris) shall have the same meanings herein.

20. Gender is interchangeable and the singular number includes the plural.

2 FORMATION OF CONTRACT
01. All Orders are subject to Confirmation by Seller. There is a binding contract, based on these Conditions, between Buyer and Seller upon Delivery or Confirmation ("Contract").

02. These Conditions are the only terms which govern the relationship between Buyer and Seller, unless Buyer and Seller have executed a written agreement provided by both parties covering the sale of the Products, the terms and conditions of said agreement shall prevail to the extent they are not inconsistent with these Conditions. A Confirmation, incorporating these Conditions except as expressly stated otherwise therein, shall be presumed to contain the correct and entire terms of the Contract unless Buyer within ten (10) days after dispatch of the Confirmation Notice sells any of its error. Seller is unable to correct and its sales personnel will not read.

any standard purchasing conditions of Buyer. Any other terms, in particular, Buyer's standard terms and conditions are incorporated only if, and to the extent that, Seller expressly confirms their application to Buyer in writing. All future sales are subject to these Conditions or such updated Conditions as Seller may issue from time to time for delay defect or result from actions of acts of God, acts of any national, supra-national or public authority, industrial disputes, uninsured Buyer with respect to insurance, force majeure, international commercial terms, or any other matter whether or not like nature, which is wholly or partly outside the control of Seller.

03. Seller may comply with, and render all necessary assistance and cooperation to Seller to ensure that Seller is in compliance with, all federal, state, local, and foreign laws, regulations, ordinances, rules, or other regulations applicable in connection with the sale, use, service, shipment, or disposal of any Product, and in connection to Seller in the performance of the terms of the Contract, including, without limitation, compliance with respect to insurance, warranties, the United States Foreign Corrupt Practices Act, UK Bribery Act, and laws and regulations administered by the OFAC or the US Department of the Treasury. Buyer shall assist Seller promptly of any information that may come to its attention concerning the dealings of Buyer with Seller.

04. Seller may develop or manufacture Products or Services by any method and which party secures the shipping contract. The Buyer shall obtain additional insurance to cover the Price of Products effective from the time of Delivery. All delivery under the Contract is subject to Buyer's order of the Seller's designated recipient, Buyer shall examine and test the Product and, as a condition precedent to acceptance of title or delivery, Buyer shall furnish a security interest in the Product to the seller in accordance with the terms and conditions of the order. Delivery of Product by Seller to Buyer under one (15) days after delivery of the Product to which the contract relates. Ensure that delivery is complete and paid for. No delivery is subject to a net-to-fund fee according to Seller's policies then in effect.

05. If any party of the Contract or these Conditions should be declared invalid, unenforceable or void or voidable, the validity and enforceability of the other provisions of the Contract and these Conditions shall not be affected. The Contract shall be performed in such a manner as most nearly achieve the like objectives of the Contract.

06. Subject to clause 2, this Contract shall be governed by and construed in accordance with the laws of the State of New York, United States of America, excluding its conflicts of laws principles and excluding the UN Convention on the International Sale of Goods, and any other provision of the laws of any jurisdiction.

07. All notices, requests, claims, demands, waivers and other communications hereunder shall not be affected. The Contract shall be performed in such a manner as most nearly achieve the like objectives of the Contract.

08. If any party of the Contract or these Conditions should be declared invalid, unenforceable or void or voidable, the validity and enforceability of the other provisions of the Contract and these Conditions shall not be affected. The Contract shall be performed in such a manner as most nearly achieve the like objectives of the Contract.

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12. If any party of the Contract or these Conditions should be declared invalid, unenforceable or void or voidable, the validity and enforceability of the other provisions of the Contract and these Conditions shall not be affected. The Contract shall be performed in such a manner as most nearly achieve the like objectives of the Contract.
1 APPLICATION
01 This Warranty Policy sets forth the standard warranty terms applicable to the Martin branded Product(s) purchased from Harman International Industries Incorporated or its Affiliate (“Seller”), as indicated by the Confirmation or invoice.
02 This Warranty Policy is intended to supplement the applicable Terms and Conditions of Sale.
03 Unless the context otherwise requires, capitalized words and expressions contained in this Warranty Policy shall have the meaning as given in the applicable Terms and Conditions of Sale.

2 WARRANTY TERMS
01 Subject to the terms of this Warranty Policy, Seller warrants as follows:
   (a) Finished Products will be free from defects in materials and workmanship under normal use of the Products in the industry for a period of twenty-four (24) months from the Delivery, with the exception of Finished Products designated by Seller as “Exterior Wash”, “Exterior Projection”, “Exterior Linear”, and “Exterior Inground”, which shall be for a period of sixty (60) months, and spare parts will be free from defects in materials and workmanship under normal use of the spare parts in the industry for a period of three (3) months from the Delivery. Seller warrants to able to deliver spare parts for the Finished Products only for the duration of the warranty period stated in this Clause.
   (b) Used Products certified as such by Seller prior to Sale of such Used Products, will be free from defects in materials and workmanship under normal use of such Products in the industry for a period of ninety (90) days from Delivery. No warranty will apply to Used Products which are not certified by Seller prior to Sale of such Used Products.

3 WARRANTY CLAIMS AND PROCEDURES
01 Any warranty claim by the Buyer based on any defect in Finished Products or spare parts shall be notified upon Delivery as provided under the Terms and Conditions of Sale or, where the defect could not reasonably have been discovered during examination of the Products at the time of Delivery within seven (7) days after manifestation of the defect, failing which Buyer shall be deemed to have accepted the Finished Products or spare parts as non-defective. Warranty claims notified by the Buyer to Seller after the expiration of the warranty terms stated in provision 2.01 are not accepted.
02 Where any valid warranty claim is notified to Seller in accordance with the terms of provisions 2.01 and 3.01 and approved by Seller in writing (which approval shall not be unreasonably withheld), Seller shall fulfil its warranty obligations as follows:
   (a) if the Buyer reasonably can be expected to be able to repair the defect, if necessary with support from Seller’s Technical Support and Service department, Seller may fulfil its warranty obligations by sending the necessary replacement parts to the Buyer free of charge;
   (b) if the Buyer cannot reasonably be expected to be able to repair the defect, Seller shall repair or replace the defective Finished Products or spare parts, subject to the Buyer returning and thereby assigning to Seller all property rights to such Finished Products or spare parts that are to be replaced by Seller; the replacement Products or spare parts will be a) equivalent or substantially similar to the Finished Products or spare parts and b) new, equivalent to new or re-conditioned;
   (c) if none of the foregoing remedies are commercially viable in Seller’s sole judgment, Seller may opt instead to refund to the Buyer the net purchase price paid by the Buyer for the defective Finished Products or spare parts less reasonable depreciation of the value of such Product or spare parts due to use or age, subject to the Buyer assigning to Seller all property rights to such Finished Products or spare parts. The Buyer shall, within ten (10) days of the defective Finished Products or spare part being replaced, enquire at Seller, whether the Buyer should return to Seller such defective Finished Products or spare parts destroying same and may not return such Finished Products or spare parts to Seller, unless Seller has authorized the return in writing in accordance with provision 3.08 of the Terms and Conditions of Sale.
03 Seller shall assume all responsibility and expense for freight and freight insurance, unless the warranty claim is not valid in Seller’s reasonable judgment and Buyer shall assume all responsibility and expense for dismantling, removal, re-installation and duties in connection with the foregoing.
04 Repair or replacement under the warranties contained herein does not interrupt or extend the warranty terms stated in provision 2.01.

4 EXCLUSIONS AND LIMITATIONS
01 The warranties contained herein shall not extend to any Finished Products or spare parts from which any serial number has been removed or which have been damaged or rendered defective
   (a) as a result of normal wear and tear, willful or accidental damage, negligence, misuse or abuse;
   (b) due to water or moisture, lightning, windstorm, abnormal voltage, harmonic distortion, dust, dirt, corrosion or other external causes;
   (c) by operation outside the specifications contained in the user documentation;
   (d) by the use of spare parts not manufactured or sold by Seller or by the connection or integration of other equipment or software not approved by Seller unless the Buyer provides acceptable proof to Seller that the defect or damage was not caused by the foregoing in this subsection d);
   (e) by modification, repair or service by anyone other than Seller, who has not applied for and been approved by Seller to do such modification, repair or service unless the Buyer provides acceptable proof to Seller that the defect or damage was not caused by the foregoing in this subsection e);
   (f) due to procedures deviating from procedures specified by Seller; or
   (g) due to failure to store, move, transport, install, test, commission, maintain, operate or use such Finished Products or spare parts in accordance with Seller’s instructions, in a safe and reasonable manner or in a manner that does not provide at least the degree of protection afforded by Seller branded storage, transportation and installation equipment, including but not limited to transportation cases and folding transportable rigs, in terms of shock absorption and protection from vibration for the Finished Product and all its components, impact protection, ingress protection, protection from unfavorable environmental conditions, thermal insulation and strength. All approvals and certifications related to the Products are related to a single Product and not a group of products used together.
02 None of the warranties contained herein shall apply to such Finished Products or spare parts which are sold “as is”, as “second-hand”, as “used”, as “demo” or under similar qualifications or to Consumables as defined in this provision 4.02. For the purposes of this provision 4.02, “Consumables” is defined as any part(s) of any Products or part(s) for use with any Products, which part(s) of Products or part(s) for use with Products are consumed during the operation of the Products and which part(s) of Products or part(s) for use with Products require replacement from time to time by a user such as, but not limited to, light bulbs and smoke fluid. Seller will provide information on Consumables upon request from the Buyer.
03 None of the warranties contained herein shall apply, unless the total purchase price for the defective Finished Products or spare parts has been paid by the due date for payment.

5 GENERAL
01 The terms, rights and obligations under the Terms and Conditions of Sale shall not be affected or impaired by the execution, delivery and performance of the warranty, except in the manner and to the extent stated in this Warranty Policy.
02 The invalidity, unenforceability or illegality of any term, condition or stipulation in this Warranty Policy shall not affect the validity, enforceability or legality of the remaining terms, conditions and stipulations of this Warranty Policy and/or the applicable Terms and Conditions of Sale.