



STANDARD MASTER VENDOR AGREEMENT

_____, with a principal location at 950 I-30 East, Mt. Pleasant, Texas 75455 (“Customer”) and _____ with a principal location at _____ (“Vendor”) have agreed to enter into a non-exclusive business relationship wherein Vendor will provide Services and/or Products to Customer pursuant to written Commitments issued by Customer to Vendor. Vendor agrees that the terms and conditions contained in this Standard Master Vendor Agreement (“Vendor Agreement”), will be binding upon all current and future Commitments and will supersede and replace all terms in all existing Commitments that conflict with the terms contained herein.

Definitions.

1. Vendor – The term “Vendor” as used throughout the Vendor Agreement, shall include Vendor and each entity or individual acting on Vendor’s behalf under the Vendor Agreement, including, but not limited to, Vendor’s employees, agents, representatives and subcontractors.

2. Commitments – Any contract, agreement, purchase order, statement of work, change order, work order, sales order or any other similar instrument, between Customer, or its direct or indirect subsidiaries, and Vendor for the provision of Products or Services on behalf of Customer pursuant to the terms and conditions of this Vendor Agreement.

3. Services – Work performed under a Commitment by Vendor as an independent contractor for Customer.

4. Products – Supplies and goods sold to Customer for the manufacture of equipment, directly or indirectly, for resale.

Fees and Billing.

5. Fees and Compensation. As compensation for the Services provided and completed, or Products sold, Customer will pay to Vendor the amount(s) or rates specified in Commitments rendered, after which Vendor will provide an invoice.

6. Payment Terms. Payment Terms are 3% 15 Net 60, 2% 30 Net 60, 1% 45 Net 60, or Net 60. Within 30 days of completion of Services provided or Products sold, Vendor will send an invoice to: Customer c/o Accounts Payable, 950 I-30 East, Mount Pleasant, Texas 75455, unless advised in writing of alternate location. Undisputed invoices will be paid by Customer within 60 days, after which Vendor agrees not to charge late fees in excess of 1.0% per month. Disputed invoices that are not successfully resolved by direct discussions with Vendor management may proceed to litigation in accordance with Section 15 below.

Vendor Representations and Warranties

7. Products. Vendor warrants all Products provided pursuant to any Commitment issued hereunder as to material and workmanship and that the Products will conform to any specifications, drawings, and designs provided to Customer by Vendor (which Vendor represents constitute a complete and comprehensive description of the Products’ functionality). Vendor warrants replacement and repaired parts provided by Vendor in connection with the Services are free of defects

in workmanship and material under normal and proper use, storage, handling, and maintenance.

8. Services. Vendor warrants that the Services provided by Vendor will be performed by competent, qualified, and licensed (as applicable) personnel in a timely, professional and workmanlike manner, consistent with industry standards and in conformity with the applicable specifications for the Services set forth in any Commitment issued hereunder.

9. Disclosure Requirement. Vendor represents that Vendor is not a party to any existing agreement that would prevent Vendor from entering into and performing this Vendor Agreement or any Commitment issued hereunder. Vendor will not enter into any other agreement that is in conflict with Vendor's obligations under this Vendor Agreement. Vendor shall immediately notify Customer of any potential conflicts of interest that might exist in its performance of the duties set forth herein.

10. Confidentiality. (a) In the course of its relationship with Customer, Vendor may receive non-public, confidential and/or proprietary information about the business, finances, operations, and affairs of Customer (“Confidential Information”). The term “Confidential Information” does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by Vendor; or (ii) is or becomes available to Vendor on a non-confidential basis from a source other than Customer, provided that the source of such information was not prohibited from disclosing such information to Vendor by a legal, contractual or fiduciary obligation to Customer. (b) Vendor agrees to refrain from (i) using Confidential Information for any purpose other than performing its obligations under this Vendor Agreement; or (ii) disclosing any Confidential Information to any person except for Vendor’s employees and advisors who need to know such Confidential Information for purposes of Vendor performing its obligations under this Vendor Agreement and except to the extent Vendor is advised by legal counsel that disclosure is compelled by law. In the event that Vendor or any of its representatives become legally compelled or required by law, regulation or legal process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, it shall provide Customer with prompt prior written notice of such requirement, so that the Customer may seek a protective order or other appropriate remedy at its own expense or waive compliance with the applicable provisions of this Vendor Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver from Customer, Vendor is nonetheless, in the written opinion of Vendor’s counsel, legally compelled to disclose Confidential Information, Vendor

may disclose only that portion of such Confidential Information which Vendor's counsel advises (in such written opinion) is legally required to be disclosed; provided, however, that Vendor shall exercise reasonable efforts to preserve the confidentiality of such Confidential Information.

11. Independent Contractor. Vendor is providing Services and/or Products under this Vendor Agreement as an independent contractor. For purposes of this Vendor Agreement and all Services and/or Goods to be provided hereunder, Vendor shall not be considered a partner, co-venturer, agent, employee or representative of Customer or any of its affiliates, but shall remain in all respects an independent contractor, and Vendor shall not have any right or authority to make or undertake any promise, warranty or representation, to execute any contract, or otherwise to assume any obligation or responsibility in the name of or on behalf of Customer. Nothing in this Vendor Agreement shall be deemed to in any manner create any employer-employee or principal-agent relationship between Customer and Vendor. All Vendor personnel performing on behalf of Vendor hereunder shall be considered employees of Vendor and shall not be employees of Customer. Vendor shall be solely responsible for the payment of wages to Vendor's personnel, contractors and subcontractors for work performed hereunder and will be solely responsible for withholding federal, state and local income taxes, paying social security taxes, unemployment insurance in an amount and under such terms as required by state and federal law.

12. Compliance with Rules and Laws. Vendor agrees to perform all of its obligations hereunder in compliance with all Federal, state and local laws and regulations applicable thereto. To the extent that Vendor performs any Services on Customer's premises, Vendor agrees to perform such Services (i) during normal business hours after giving prior written notice to Customer, and (ii) in compliance with all safety rules of Customer that are applicable to persons performing work on Customer's premises, including but not limited to, such other rules that Customer communicates to Vendor verbally or in writing.

Miscellaneous.

13. Term; Termination. Vendor Agreement will be effective as of the date of last signed and will remain in effect until revoked or terminated in writing by Customer or superseded by a new Standard Master Vendor Agreement between the parties. Customer may terminate this Vendor Agreement and/or any Commitment issued hereunder upon thirty (30) days' prior written notice to Vendor. Upon any termination of this Vendor Agreement and/or any Commitment issued hereunder, Vendor shall deliver to the Company all work product resulting from the performance hereunder and shall also return all copies of Confidential Information provided to Vendor by or on behalf of Customer.

14. Indemnification. Vendor agrees to indemnify and hold harmless Customer, its officers, directors, employees, parents, consultants, affiliates, subsidiaries and agents from and against any and all liabilities, losses, damages, costs, claims, including bodily injury and death, or causes of action, and expenses (including reasonable attorneys' fees) that are caused, directly or indirectly, by or

as a result of the performance of the Services and/or provision of Goods by Vendor or its employees, subcontractors or agents, except to the extent such liabilities, losses, damages, claims, causes of action or expenses are caused by the gross negligence or willful misconduct of Customer.

This indemnification supersedes and augments any existing contractual requirements and, except for limitations on consequential or punitive damages, precludes any limitation of liability in any such contracts.

15. Alternative Dispute, Governing Law, and Venue.

Any dispute or disagreement between the Parties arising out of or in connection with this Vendor Agreement that is not settled by key personnel of each party to the mutual satisfaction of the Parties within 30 days (or such longer period as may be mutually agreed upon) from the date that either Party informs the other in writing that such dispute or disagreement exists shall then be mediated within 60 days (or such longer period as may be mutually agreed upon) at a mutually agreeable location in accordance with the American Arbitration Association (the "AAA") Rules and Procedures for commercial disputes with each Party sharing the cost of the Mediator. If mediation is unsuccessful, the Parties may proceed to litigation, but each party irrevocably waives their right to trial by jury.

This Vendor Agreement will be governed by and construed and enforced in accordance with the laws of the State of Texas (without regard to the principles of conflicts of law). The parties agree that venue for any dispute arising out of this Vendor Agreement shall lie in the state or federal courts serving Titus County, Texas.

16. Insurance Requirements. At all times during the term of the Vendor Agreement, Vendor will maintain, and will require their agents, representatives and subcontractors to maintain, insurance coverage (which may be in the form of single primary policies or a combination of primary policies and umbrella and/or excess policies) that: (1) are primary and non-contributory, even if Customer's insurance policy states that it is primary, (2) waives the Insurer's right of subrogation against Customer or its insurers, (3) includes insurance limits satisfactory to Customer as outlined on attached Exhibit "A", (4) lists Customer as an additional insured, and (5) contains all applicable policy endorsements. Vendor agrees to furnish Customer with certificates of insurance which evidence the minimum levels of insurance set forth herein upon agreement execution and within ten (10) business days of insurance renewal.

17. Assignment. Vendor may not assign or in any way transfer its rights hereunder without the express written consent of Customer. This Vendor Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

18. Survival. Upon termination of this Vendor Agreement, (a) the parties will complete and perform all Commitments for Goods or Services that are pending as of the effective date of such termination; (b) each party will pay to the other party all amounts due to such other party pursuant to this Vendor Agreement and all such pending Commitments; (c) this Vendor Agreement will terminate and be of no further force or effect, except that Sections 5

through 24 of this Vendor Agreement will survive any such termination and remain in full force and effect; and (d) no party will be relieved of, or released from, any breach, prior to the effective date of such termination, of this Vendor Agreement or any such Commitment.

19. Entire Agreement; Counterparts. This Vendor Agreement, including all documents incorporated herein by reference, constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersede and replace any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. If any provision of this Vendor Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Vendor Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

20. Conflicts. The terms and conditions contained herein supplement the terms contained in any Commitments issued between the parties. In the event of conflict between the Vendor Agreement and any Commitments, the terms of this Vendor Agreement will prevail, even if Commitment expressly states otherwise. In the event Vendor issues a Commitment covering this Vendor Agreement or any related Schedule, it is understood and agreed that it is for Vendor's internal purposes only, shall in no way affect any of the terms and conditions herein, and may not, notwithstanding any provision to the contrary, be made a part of this Vendor Agreement or annexed hereto or cause this Vendor Agreement to be made a part thereof or annexed thereto.

21. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Vendor Agreement due to any cause beyond its reasonable control, including act of war, act of God, earthquake, flood, embargo, riot, sabotage, governmental act, or failure of the Internet, provided that the delayed party: (a) gives the other party notice of such cause as soon as practicable under the circumstances, and (b) uses its reasonable commercial efforts to correct such failure or delay in performance as soon as practicable under the circumstances.

22. Pricing Parity. Vendor represents and warrants that, during the term of this Vendor Agreement, the pricing agreed upon as may be modified in accordance with the terms hereof from time to time, together with any other **AGREED TO AND ACCEPTED BY:**

VENDOR

Signature: _____
Name: _____
Title: _____
Date: _____

charges, rebates and discounts agreed upon by the parties (collectively, "**Pricing Terms**"), offered to Customer under this Vendor Agreement, are and will remain as favorable as, or better than the Pricing Terms offered by Vendor to any other customer for like quantities and services. In the event that Vendor at any time agrees, in writing or otherwise, to Pricing Terms with another customer for like quantities and services that are in any way more favorable than the Pricing Terms agreed to with Customer, Vendor shall immediately lower Customer's Pricing Terms to amounts equal to or less than other customers' rates.

23. Notices. Notices required or permitted by this Vendor Agreement shall be deemed given when received by certified mail, return receipt requested, or reputable overnight courier services to Parties at the following addresses:

For Vendor:

For Customer:

14131 Midway Road
10th Floor, Suite 1000
Addison, TX 75001

Attention: President

With a copy to:
Legal & Risk Mgmt. Dept.
ATW
950 Interstate Highway 30 E
Mt. Pleasant, Texas 75455
Phone: 903-572-6675
Fax: 903-572-7348

Such address may be changed by notice given in accordance with this Vendor Agreement. Notices given hereunder shall be effective upon receipt.

24. Non-Discrimination. Vendor agrees that it will not discriminate on the basis of race, gender, color, national origin, disability, age, or military service in its administration of policies, programs, services and activities, or in employment.

25. Authorized Parties. Each person signing this Vendor Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and bind this Vendor Agreement on behalf of Vendor.

CUSTOMER

Signature: _____
Name: _____
Title: _____
Date: _____

Exhibit "A"

VENDOR INSURANCE REQUIREMENTS

(Checked if Applicable)

<u>Required</u>	<u>Type</u>	<u>Minimum Limits</u>
<input checked="" type="checkbox"/>	General Liability <ul style="list-style-type: none">• Each Occurrence• General Aggregate• Products/Completed Operations	\$1,000,000 \$2,000,000 \$1,000,000
<input checked="" type="checkbox"/>	Excess/Umbrella Liability	\$2,000,000
<input checked="" type="checkbox"/>	Commercial Automobile Liability AND/OR Hired and Non-Owned Vehicles <ul style="list-style-type: none">• Combined Single Limit	\$1,000,000
<input checked="" type="checkbox"/>	Workers Compensation Employer's Liability <ul style="list-style-type: none">• Each Accident• Policy Limit• Each Employee	Statutory Limits \$500,000 \$1,000,000 \$500,000
<input checked="" type="checkbox"/>	Professional Liability/Errors & Omissions	\$1,000,000
<input checked="" type="checkbox"/>	Cyber Liability	\$1,000,000
<input checked="" type="checkbox"/>	Motor Truck Cargo Coverage <ul style="list-style-type: none">• Each Occurrence	\$100,000
<input checked="" type="checkbox"/>	Warehouse Legal Liability or Property of Others Coverage <ul style="list-style-type: none">• Each Occurrence	\$100,000

Vendor will provide a COI with a 30 days' advance notice provision to Customer prior to cancellation of such insurance. Any Certificates of Insurance will list the following as Certificate Holder and will show that coverage: (1) is primary and non-contributory, even if Customer's insurance policy states that it is primary, (2) waives the Insurer's right of subrogation against Customer or its insurers, (3) lists Certificate Holder as an additional insured, and (4) contains all applicable policy endorsements. Vendor will provide updated Certificate of Insurance upon renewal. Customer reserves the right to adjust insurance requirements at any time during the term of the Vendor Agreement. The COI is to list the following as Certificate Holder:

American Trailer World Corp. d/b/a ATW, including all
direct and indirect subsidiaries
950 Interstate Highway 30 E
Mount Pleasant, TX 75455

Attention: Legal & Risk Management Department