

Forest River Inc.

Purchase Order Terms and Conditions

Version: 02.01.18

TO: All suppliers and vendors

By accepting a Purchase Order, you are hereby acknowledging and agreeing to Forest River's Terms and Conditions, which are incorporated herein and made a part hereof.

1. GOVERNING PROVISIONS. Each shipment received by Buyer from Seller shall be deemed to be only upon the terms, including these Purchase Order Terms and Conditions, contained in this Purchase Order, and Buyer hereby rejects any different or additional terms and conditions proposed by Seller. If this order is sent to Seller in response to a quotation or an offer of Seller submitted to Buyer, the terms of this Purchase Order including these Purchase Order Terms and Conditions (collectively the "Order"), shall supersede and control all provisions in the quotation or offer of Seller and shall be a rejection of such quotation or offer and an offer to Seller. Seller's shipment of any of the goods, or the like (the "Products") or performance of any of the services (the "Services") covered by this Purchase Order, or Seller's receipt of any payment made pursuant to this Purchase Order, shall constitute Seller's acceptance of this Purchase Order (including these Purchase Order Terms and Conditions), as fully as if Seller had accepted in writing. In the event of a conflict between the terms in the body of the Purchase Order and these Purchase Order Terms and Conditions, such terms in the body of the Purchase Order shall prevail.

2. COMPLIANCE WITH LAWS AND CODE OF CONDUCT. Seller warrants that Seller shall, and the Products and any Services provided hereunder shall, conform to the requirements of all applicable federal, state and local laws, regulations, rules and orders (collectively, the "Laws"). Seller warrants that all Products shall be adequately contained, packaged, marked, labeled and registered in compliance with the Laws and that all Products and Services are in compliance with any applicable safety standards under the Occupational Safety and Health Act of 1970, as amended, and applicable regulations. Seller warrants that every chemical substance and/or mixture, are in compliance with the Toxic Substances Control Act, as amended, and its implementing regulations, in that such chemical substance is on the Inventory of Chemical Substances under the act, or subject to an applicable exemption thereto. If a Product is regulated under the Federal Food, Drug and Cosmetic Act, as amended (the "Act"), Seller warrants that each shipment or other delivery of the Products covered by this Order, are as of the date of shipment or delivery, whichever is later, not adulterated or misbranded within the meaning of the Act and are not articles which may not, under the provisions of Section 405, 505 or 512 of the Act, be introduced into interstate commerce and are not adulterated or misbranded within the meaning of the food, drug or cosmetic laws of any state or municipality. The foregoing warranty shall be a continuing warranty and shall apply to each shipment. Seller shall defend, indemnify and save harmless Buyer from and against any claims, liabilities, expenses (including attorneys' fees), fines, penalties, damages and/or economic losses arising out of or resulting from the failure of Seller, Products and/or the Services to comply with the requirements of this Paragraph 2, or resulting from a product recall. Seller will and will cause any person or entity acting on its behalf to fully comply with all applicable laws in the provision of Products and/or Services under this Order, including without limitation anti-money laundering, anti-corruption and anti-bribery laws, and the Foreign Corrupt Practices Act. Without limiting the foregoing, Seller shall comply with all reporting requirements related to The Safety Act and all applicable requirements of the U.S. Department of Transportation and the National Highway Traffic Safety Administration. All raw or fabricated composite wood Products must be compliant with or use only certified or exempt materials or items that meet emissions requirements as stipulated in CARB 93120 PHASE 2, Toxic Substance Control Act Title VI, FMVSS302 and CFMSS302 (as applicable) Seller shall satisfy any and all requirements of 49CFR part 26 in the award and administration of U.S. Department of Transportation assisted contracts and shall not engage in any unlawful discrimination. Seller shall abide by the Forest River Inc., Supplier Code of Conduct, found at <http://www.forestriverinc.com/CP-006SupplierCodeofConductPolicy.pdf>.

3. PRICE AND DELIVERY. The price for the Products and Services is inclusive of all charges. No extra charge of any kind, including without limitation charges for boxing, packing or crating shall be allowed to the Order price unless Buyer specifically agrees to such charge in writing in advance. Unless otherwise provided on this Order, delivery of the Products shall be made at Seller's expense to the location specified on the Order and shall not be deemed complete until the Products

have actually been received and accepted by Buyer. Risk of loss and/or damage shall remain with Seller until receipt and acceptance thereof by Buyer.

4. INSPECTION AND ACCEPTANCE. All Products shall be received subject to Buyer's rights of inspection, rejection, and revocation (pursuant to the provisions of Article 2 of the Uniform Commercial Code) Any Buyer's signature on any shipping/receiving or acknowledgment documents shall not constitute acceptance of Products or Services or any different terms or conditions, or acknowledge condition of Products but shall merely acknowledge receipt of a shipment. Without limiting any of Buyer's rights provided by law or by this Order, Seller shall, upon request of Buyer and at Seller's expense, immediately replace at Buyer's facility any Products rightfully rejected by Buyer. Payment for or use of Products prior to inspection shall not constitute acceptance thereof and shall be made without prejudice to any and all claims that Buyer may have against Seller.

5. TAXES AND GOVERNMENTAL CHARGES; IMPORTING. Except as otherwise agreed pursuant to Paragraph 3, this Order shall not include sales or use taxes or customs duties. In no event shall such taxes be added to the Order if Buyer has indicated in this Order that the purchase is exempt from such taxes. Seller agrees to pay any other taxes imposed by federal, state, or local law upon the Products or Services sold to Buyer hereunder unless otherwise agreed, except taxes required by law to be paid or borne by Buyer. Seller shall, upon request of Buyer, inform Buyer whether the Products are imported or manufactured with imported materials and furnish Buyer with all documentation required for duty drawback for product or imported materials contained in the Product purchased by Buyer hereunder. Seller shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement. Seller assumes all responsibility for shipments of Products requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products. All Products shall be appropriately marked with the country of origin as required by applicable law.

6. INDEMNIFICATION; INSURANCE. Seller shall assume the sole responsibility for any and all actual or alleged damage or injury (including death) to any and all persons (including, but not limited to employees of Seller or Buyer) and to all property associated with the performance of its obligations under this Order, its compliance with law, or any negligent or wrongful act or omission of Seller, and shall defend, indemnify and hold harmless Buyer from and against any and all claims, liabilities, expenses (including attorneys' fees), fines, penalties, damages and/or economic losses of whatsoever nature arising out of or related to the foregoing, except for such liabilities caused by the gross negligence or willful misconduct of Buyer. Seller shall at all times carry the following insurance:

Commercial General Liability (Occurrence Form):

\$1,000,000 per occurrence (including products/comp ops)

\$1,000,000 personal & advertising injury

\$300,000 fire damage limit / damage to your premises

\$2,000,000 aggregate (including products/comp ops)

Workers Compensation and Employer's Liability:

\$1,000,000 bodily injury by accident- each accident

\$1,000,000 bodily injury by disease- policy limit

\$1,000,000 bodily injury by disease- each employee

Auto Liability:

\$1,000,000 each accident

Umbrella Liability:

\$5,000,000 each occurrence and aggregate (including products comp/ops)

Umbrella Coverage to follow form

The above coverages must be placed with an insurance company with an A.M. Best rating of A VII or better. Buyer shall be named as an additional insured and certificates representing such coverages shall be delivered by Seller to Buyer prior to delivery of Products and/or services hereunder and shall be in a form approved by Buyer. Seller hereby releases and waives all rights of subrogation against Buyer possessed by Seller's insurers.

7. WARRANTY. Seller warrants that the Products are new, merchantable, safe, fit for intended use, free from defects in workmanship, design, materials, and title, and conform to any specifications, drawings, samples, or other descriptions referenced herein or applicable thereto. Seller shall perform monthly audits of all products that fall within the Fire and Life Safety requirements specified in NFPA 1192 verifying appropriateness for intended use and proper installation method and process. Seller shall report these audit results to Buyer on a monthly basis. Seller further warrants that all Services shall be

performed utilizing at least the degree of care and skill exercised by diligent and prudent members of the same profession performing similar services on a national basis, free from defects in workmanship and materials and in conformance with all specifications, plans, or drawings referenced herein or applicable thereto. Products or Services found to be nonconforming or defective in material or workmanship shall, at Buyer's option, be corrected or repaired in place by Seller, or be replaced at Buyer's facilities by Seller, or be returned to Seller at Seller's expense (including transportation and handling costs) for repair, replacement or full refund. In the event that a customer of Buyer makes a claim against Buyer for a marked up warranty part that is a Product provided by Seller hereunder, Seller shall (i) reimburse Buyer for 130% of the purchase price paid by such customer for such Product plus all crating, shipping or handling charges billed to Buyer, or (ii) the maximum amount permitted by applicable state law to be billed to Buyer for such warranty charge back allowances for such Product. Seller shall immediately notify each Buyer's divisions that purchased the Product or Service and Buyer's Office of Corporate Compliance in the event that such Product or Service is found to be non-conforming, defective or subject to recall. Seller shall comply with all reporting requirements related to The Safety Act and all applicable requirements of the U.S. Department of Transportation and the National Highway Traffic Safety Administration and provide Buyer with quarterly status reports related to all Recalls and Technical Service Bulletins that apply to products purchased by each Buyer's divisions. Seller shall provide Buyer, upon request, full access to Buyer related warranty claims, customer complaints, injuries or deaths. Seller must notify Buyer, as promptly as possible but in all cases prior to shipment of Product, of any substantial change to engineering, change in listing agency, design, construction or materials used in construction or manufacture of the Product, as well as provide all required testing compliance verifying and validating change. "Substantial" includes any change that may impair the use, value or safety of product for intended use. If a product is the subject of an open purchase order and there is a change in the listing agency, or the product requires updated testing to be compliant with law, Buyer shall have the right to change or cancel any open purchase order with respect to such product. If such product has already been shipped, Buyer shall have the right, at any time, without limiting any other available remedies, to return such product at the sole expense of the Seller. All warranties shall survive any inspection, delivery, payment, use or acceptance of Products or Services. Seller agrees that all warranties and indemnities applicable to Products provided hereunder shall automatically inure to the benefit of, and be directly enforceable by a third party purchasing or receiving such Products from Buyer. Any costs, expenses or damages incurred by Buyer associated with a breach of these warranties shall be borne by Seller and may be offset against any monies owing to Seller hereunder or otherwise.

8. CANCELLATION. Time is of the essence of this Order. In addition to all its other legal remedies, Buyer reserves the right to cancel all or any part of the undelivered or unperformed portion of this Order if Seller does not make deliveries or perform as specified, or if Seller breaches any of the terms hereof. In the event of such cancellation, Seller shall be liable to Buyer for any excess cost or re-procurement cost.

9. ASSIGNMENT. This Order or any right or obligation associated therewith may not be assigned or transferred by Seller in the absence of Buyer's prior written consent thereto and any purported assignment or transfer absent such consent shall be void.

10. SECRECY. Seller agrees not to make any use of writings, data, designs, drawings, specifications or any other information furnished to it by Buyer or observed or developed by Seller associated with this Order and to not disclose any of the foregoing to third parties, except as required in the performance of this Order and then only after first obtaining a written agreement from such third parties to be bound by similar secrecy and use restrictions. Upon completion, cancellation or termination of this Order, Seller shall return to Buyer all of the foregoing, including all copies, extracts or derivatives of tangible materials containing any such information made by Seller or third parties employed by Seller. Buyer shall at all times have title to all drawings, specifications, writings or other documents prepared or furnished by Seller hereunder. All Products produced for Buyer hereunder which are subject to or may be copyrighted under the Federal Copyright Act shall be deemed to be "works made for hire" and title to and ownership of such Products shall at all times be in Buyer.

11. SAFETY DATA SHEETS. Seller shall furnish Buyer, prior to the first delivery, Seller's current Safety Data Sheet and other literature pertaining to the hazards associated with the Products and the precautions which should be observed with respect thereto. Seller shall promptly furnish Buyer copies of any revisions to any of the same issued by Seller during the term of this Order.

12. WAIVER. The failure of Buyer to insist in any instance upon strict performance by Seller of any provision of this Order shall not be construed as a continuing waiver of such item, or waiver of any other provision of this Order.

13. APPLICABLE LAW. This Order shall be governed by and construed in accordance with the laws of the State of Indiana without reference to its conflicts of law principles.