



# Martin BODY & FENDER TOOLS

Body Hammers  
Dolly Blocks  
Body Picks  
Files & Miscellaneous  
Tool Sets

2021





## INDUSTRIAL HAND TOOLS

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# Warning & Safety Reminder



## IMPORTANT SAFETY RULES FOR HAND TOOL USE

Hand tools, although commonly used are specialized for particular jobs. Always use the right size and type of tool for the job being done. Keep tools in proper working conditions and discard any tools that are worn or used beyond their useful life.

Never use chisels or punches with mushroomed heads they may clip and cause injury.

Only power impact sockets should be used on pneumatic or electric impact wrenches. Never use Chrome sockets or accessories.

All wrenches are designed to a specific-size-length-strength ratio. The use of a “cheaper” or any other means for increased leverage is hazardous. Pull on a wrench, don’t push.

Keep hammer heads tightened on handle. Do not strike one hammer with another hammer. A hammer blow should always be struck squarely. Avoid glancing blows.

Protect your eyes through the use of safety glasses or goggles. This is recommended for any job involving the use of tools; particularly when using punches, chisels and hammers; or any other striking or struck tool.

Use hand tools only for their designed purpose and within their size range.

Periodic inspection of hand tools by competent trained personnel is a safety must.


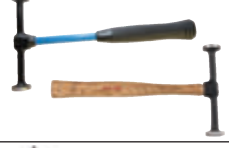









**WARNING: Wear safety goggles, user and bystander.**



## NOTE: CATALOG DIMENSIONS














Every effort is made to keep all catalog dimensions and styles current; however from time to time, it is necessary because of manufacturing changes to alter stock products dimensionally.

If any stock product dimension or style shown in this catalog is critical to your application please consult factory for certification.

Type	Description	Part Number		Std. Pkg. Qty.
		Wood handle	Fiberglass Handle	
DINGING HAMMER 	For fender and high-crowned panel dinging or bumping. Both high and low-crown faces for "on or off dolly" work. <b>Faces, 1-1/4" and 1-9/16". Round heads, 6" overall. Weight 1.04 lb</b>	150G	150FG	6
DINGING HAMMER 	For light dinging and long reach. Square face permits dinging close to moulding or beading. <b>Faces, 1-1/4" round, 1-1/16" square head 6" overall. Weight .85 lb</b>	151G	151FG	6
CROSS CHISEL HAMMER 	Excellent for finishing. Cross peen used for working in sharp corners around mouldings and for caulking. <b>Round face — 1-9/16" diameter. Chisel — 3" long. Weight .87 lb</b>	153G	153FG	6
CURVED CROSS CHISEL HAMMER 	Excellent for finishing. Cross peen used for working in sharp corners around mouldings and for caulking. Well balanced curved chisel for work in close places. <b>Round face — 1-9/16" diameter. Chisel — 3" long. Weight .85 lb</b>	153GB	153FGB	6
CROSS CHISEL SHRINKING HAMMER 	Cross grooved. Extra wide faces are cross grooved and used for shrinkage on large surfaces — chisel end used on sharp corners. <b>Flat round face — 1-9/16" diameter. Chisel — 3" long. Weight .87 lb</b>	153S	153SFG	6
VERTICAL CHISEL HAMMER 	Excellent for finishing. Cross peen used for working in sharp corners around mouldings and for caulking. Vertical chisel end used on sharp corners. <b>Round face — 1-1/2" diameter. 5/8" Chisel — 5-1/2" long. Weight .85 lb</b>	—	154FG	6
VERTICAL CHISEL SHRINKING HAMMER 	Cross grooved. Extra wide faces are cross grooved and used for shrinkage on large surfaces — vertical chisel end used on sharp corners. <b>Round face — 1-1/2" diameter. Chisel — 5-1/2" long. Weight .87 lb</b>	—	154SFG	6
FENDER BUMPER 	For bumping where hand and dolly cannot reach. Ample clearance for obstructions. Also used as a caulking iron. <b>Length of head, 8-3/4". Weight 2.8 lb</b>	155G	155FG	4
PICK HAMMER 	Long-reach, thin point for low spot on low-crown panels. Reaches over inner obstructions. One high-crown face. <b>Face, 1-1/4" round point, 1/32" radius. Length of pointed end, 5-1/2". Weight .91 lb</b>	156G	156FG	6
CURVED PICK HAMMER 	Like 156G except pick end is bent in arc of normal blow. Reaches behind reinforcements to difficult spots. <b>Face, 11/4" round point, 1/32" radius. Length of pointed end, 5-1/2". Weight .86 lb</b>	156GB	156FGB	6
GENERAL PURPOSE PICK HAMMER 	Medium size point and reach for general work. Low crown strawberry point for perfect balance. <b>Face, 1-9/16" round point, 3/32" radius. Length of pick end, 3-3/4". Weight .91 lb</b>	158G	158FG	6

# Body Hammers

Only *Martin* Provides This Added Warranty —  
If a Hammer Head Should Loosen at Any Time,  
Return It for Handle Replacement or a New Hammer.

Type	Description	Part Number		Std. Pkg. Qty.
		Wood handle	Fiberglass Handle	
ROUND POINT FINISHING HAMMER	 Blunt point — long reach. For low spots on high crown panels and other work with long reach. Will not pick holes in the metal. <b>Round face — 1-9/16" diameter. Blunt point 3" long. Weight .81 lb</b>	158GM	158FGM	6
SHARP POINT FINISHING HAMMER	 Sharp point — long reach. For low spots on high crown panels and other work with long reach. <b>Round face — 1-9/16" diameter. Sharp point 3" long. Weight .79 lb</b>	158GMS	158FGMS	6
HEAVY-DUTY BUMPING HAMMER	 For heavy gauge truck fenders and panels. Also used in straightening reinforcements, braces, etc. <b>Faces, 1-1/4" round and 1-3/16" square head, 4" overall. Weight 1.1 lb</b>	160G	160FG	6
DINGING HAMMER	 Short-reach, lightweight. One low-crown, square face. Lightest dinging hammer in line. <b>Faces, 1-1/4" round and 1-3/16" square. Head, 4" overall. Weight .83 lb</b>	161G	161FG	6
SHRINKING HAMMER	 For work in close quarters. Expertly machined serrations on the round face. <b>Plain square face, 1-1/8" round serrated face, 1-1/4" diameter. 4" overall. Weight .78 lb</b>	162G	162FG	6
UTILITY PICK HAMMER	 Blunt point, short reach. For low spots in high-crown panels and other work with small clearance. <b>Face, 1-9/16" round point, 5/32" radius. Length of pointed end, 2" head, 4" overall. Weight .75 lb</b>	164G	164FG	6
PICK HAMMER	 Lightweight. Provides stubby pick point and high-crown peen-type faces. Will ding out small dents in high fins. No need to remove panels. <b>Long reach, 18" handle. Weight 5 oz.</b>	165G	—	6
PICK HAMMER	 Lightweight. Provides stubby pick point and high-crown peen-type faces. Will ding out small dents in high fins. No need to remove panels. <b>12" handle. Weight 4 oz.</b>	166G	—	6
CROSS PEEN FINISHING HAMMER	 Used to bump odd fender or bumper contours. <b>Round face — 1-9/16" diameter peen end 3/16 x 7/8". 5" overall head length. 12" handle. Weight .91 lb</b>	168G	168FG	6
HIGH CROWN CROSS PEEN FINISHING HAMMER	 Ideal for forming radiuses, contours and curves-restoration, bike tanks. <b>High Crown face — 1-9/16" diameter. 2-1/4" radius. Peen end 3/16" x 1". 5" overall head length. 12" handle. Weight 1.0 lb</b>	168HC	168HCFG	6
LARGE FACE PICK FINISHING HAMMER	 For finishing and caulking. <b>Round face — 1-7/8" diameter. 4-1/2" overall head length. 13" handle. Weight 1.0 lb</b>	169G	169FG	6
DOOR SKIN HAMMER	 Rectangular heads fit in door flanges. Bent Head - medium crown - starts door skin fold. Straight head - high crown - for finishing. <b>12" overall length. Weight .94 lb</b>	170G	170FG	6
DUAL HEADED COMPACT DINGING HAMMER	 Dinging face and high crown working faces. Face diameters are 1.5". <b>12" overall length. Head length is 2.2". Weight .95</b>	171G	171FG	6



# Body Hammers

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Return It for Handle Replacement or a New Hammer.

## Tinner's Riveting Hammer

Octagonal Head with flat striking face and rounded cross peen. For driving and setting rivets and general sheet metal forming.



Head Weight	Overall Length	Head Length	Head Width	Face Width	Replacement Handle	Weight With Handle (lb)	Part Number	Std. Pkg. Qty.
4 oz	9-1/4	3-11/16	9/16	15/32	HH50	.38	25G	6
8 oz	11	4-1/4	3/4	21/32	HH53	.76	26G	6
12 oz	13-1/2	4-3/4	29/32	25/32	HH801	1.1	27G	6
1 lb	14	5-1/8	31/32	27/32	HH801	1.4	28G	6

## Replacement Handles

### Fiberglass Replacement Handle Kits

Part Number	Std. Pkg. Qty.	Approx. Length	Use For
HH105106FG	1	13	1 lb and 1-1/4 lb Ball Peen — G Series
HH107FG	1	14	1-1/2 lb Ball Peen — G Series
HH108FG	1	16	2 lb Ball Peen — G Series
HH109110FG	1	16	2-1/2 lb and 3 lb Ball Peen — G Series
HH173FG	1	12-1/2	1-1/2 lb Brick Hammer
HHBFFG	1	12	All Body Hammers with 12" Handle



### Hickory Hammer Handles

Part Number	Std. Pkg. Qty.	Approx. Length	Use For
HH42A18	12	18	165 Body Hammer
HH42B	12	12	All Body Hammers (Except 165 & 155)
HH42BN	12	12	Hickory Handle for all other Body Hammers - New
HH45	12	16	Cross Peen and Double Face Eng. and 155







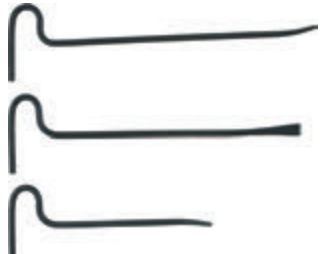





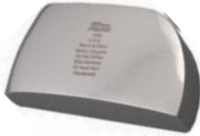









# Body and Fender Repair Tools

## Body Picks



Type	Description	Part Number	Std. Pkg. Qty.
MEDIUM CURVED PICK	 Medium length. Curved and pointed. Use twisting or prying action. <b>Length 26-1/2". Weight 2.2 lb</b>	1106	1
LONG CURVED PICK	 Long length. Curved and pointed. Use twisting or prying action. <b>Length 31". Weight 2.5 lb</b>	1107	1
LONG CHISEL BIT PICK	 Heavy duty. Employ twisting action. Chisel bit 1". <b>Length 20". Weight 1.9 lb</b>	1109	1
SHORT CURVED PICK	 Extremely short length. Curved and pointed. Use twisting or prying action. <b>Length 12". Weight .5 lb</b>	1110	1
MEDIUM SHORT CURVED PICK	 Short length. Curved and pointed. Use twisting or prying action. <b>Length 18". Weight .7 lb</b>	1111	1
LIGHT CHISEL BIT PICK	 Light duty. Employ twisting action. <b>Chisel bit 11/16". Length 16". Weight .7 lb</b>	1112	1
PICK SET	 Body Pick Chisel set includes: <b>12" Pick, 18" Pick, 16" Pick. Weight 1.9 lb</b>	1000PK	1
















Type	Description	Part Number	Std. Pkg. Qty.
LIGHT WEIGHT TOE DOLLY	 Designed for flat surfaces. All the features of a toe dolly. <b>Sizes 4-3/4" x 2-1/4" x 11/16". Weight 1.8 lb</b>	1057	1
TOE DOLLY	 Thinness and length provide easy accessibility to narrow pockets. Large, flat face is frequently used in shrinking and dinging flat panels. The flat sides furnish a convenient anvil for repairing flanges. <b>Sizes 4-3/4" x 2-3/8" x 1-1/8". Weight 3.0 lb</b>	1058	1
SHRINKING DOLLY (SERRATED)	 Shaped like a toe dolly but has one face covered with raised serrations for shrinking metal stretched by dents. <b>Weight 3.4 lb</b>	1058S	1
HEEL DOLLY	 Design makes it possible to reach easily into sharp corners and wide radii. These features are exclusive to the Heel Dolly and continue its high demand. <b>Sizes 3-1/4" x 2-1/2" x 1-7/16". Weight 2.7 lb</b>	1059	1
GENERAL PURPOSE DOLLY	 Provides convenient and comfortable hand hold during heaviest blows. Weight, balance and several differently crowned working faces, together with two beading and flange lips, give this dolly broad general use. <b>Sizes 2-7/8" x 2-3/8" x 2-1/4". Weight 3 lb</b>	1060	1
UTILITY DOLLY	 High-crown dolly with one narrow beading edge. Thick rounded sides are useful in short radii curves. Wide application of uses in high-crown portions of hoods, fenders and body panels. <b>Sizes 3-1/8" x 3" x 1-5/8". Weight 2.9 lb</b>	1061	1
EGG SHAPED DOLLY	 This unique shape with high crown design is a very popular shape, with many different curves and angles. <b>Sizes 1-5/8" x 2-1/2" x 3-3/4". Weight 3.1 lb</b>	1064	1
LIGHT WEIGHT WEDGE DOLLY	 Short, slender general purpose Dolly. Good hand grip. Also used for beads or flanges on fenders. Thin edge is useful for corners and beading. Flat side works under long curve of fender. <b>Size 2-7/64" x 2-1/2" x 4-27/64". Weight 2.7 lb</b>	1065	1
WEDGE DOLLY	 Long, slender general purpose dolly. Widely favored by many body repair men for all-around use. The long, thin lip is very useful in working behind reinforcements. <b>Sizes 5-3/4" x 2-3/8" x 2-3/16". Weight 4 lb</b>	1067	1
LOW CROWN DOLLY	 Specially designed for use on low-crown panels where medium and high-crown dollies would stretch the metal. Angle between the sides and large face is less than 90°, which permits this dolly to reach into the corner of a flanged edge. <b>Size 3-7/8" x 2-3/4" x 1-5/8". Weight 3.3 lb</b>	1068	1
"CHAMPION" HEAVY WEIGHT DOLLY	 Heavy-duty, general purpose fender dolly. A necessity on heavy gauge fenders which resist the blows of lighter dollies. Brings out the toughest damage. Seats comfortably in the hand and protects fingers from a swinging blow. <b>Sizes 3-3/8" x 3-3/8" x 2-11/16". Weight 4.6 lb</b>	1070	1

# Body and Fender Repair Tools

## Body Spoons



Type	Description	Part Number	Std. Pkg. Qty.
LIGHT DINGING SPOON	 To ding ridges smooth and level. When held against ridge and struck with hammer, spreads blow over large area making smooth job and preventing damage to metal or finish. Not made for prying. <b>Length 10" overall. Face 2" x 4-5/16". Weight .50 lb</b>	1036	6
COMBINATION SPOON	 General purpose fender spoon. Used as dolly behind brackets, inner panels and similar places. Handle offset to give balance when dinging and for long reach. Has high-crown working surface. <b>Face 1-3/4" x 5-1/2". Handle 1" octagon 4-3/4" long. Weight 3.0 lb</b>	1050	4
SPOON DOLLY	 Long handle permits many uses in places otherwise inaccessible. Can be driven between reinforcements and outer panel, then used to pry outward as the metal is dinged. Excellent forming and caulking tool for the deep pockets of doors, quarter-panels, rear fenders and lower trunk panels. <b>Size 2-1/2" x 1" x 3". Weight 4.2 lb</b>	1052	1
LONG CURVED SPOON	 Long, thin, curved blade is handy for prying up dents behind curved reinforcements in header panels, hinge anchors in doors, body pillars and reinforcements in hoods and radiator shells. <b>Length 10-1/2" overall. Face 2" x 7". Weight 1.5 lb</b>	1054	6
WING-DING SPOON DOLLY	 The answer to repair problems on high fins. A dolly, a spoon, a pry. Long handle and special contours for working up inside cramped fins. Wide spoon transmits hammer blows over wide area without damaging finish. <b>1" handle diameter, 19" overall length. Weight 4.5 lb</b>	1056	1
HEAVY-DUTY DRIVING AND FENDER BENDING TOOL	 Useful for restoration of turned under, non-wired flanged edges. Also handy for alignment of inner construction and flanges on alligator hoods. Heavy formed striking pads. <b>Length 14-1/8". Weight 3.2 lb</b>	1091	1
CAULKING IRON	 Excellent precision made wire caulking iron. Polished working surfaces are rounded for use on inside moldings. <b>Face 1-3/4" x 1". Overall length 11". Weight 1.4 lb</b>	1096C	6
SURFACING SPOON	 Excellent spoon for fender spring hammering, finishing and shaping. Curve gets behind inner construction between panels that are close for removal of dents. Molds panels. Blade fully polished. <b>9" Blade Length. 2-1/8" Width. Overall Length 15-1/8". Weight 2.5 lb</b>	1024	1
MEDIUM CROWN SPOON	 Long slender shape just like the 1024 surfacing spoon. Inside with medium crown, for high ridges or prying. For slapping and surface finishing on fenders, panels and trunk lids. Blade fully polished. <b>9" Blade Length. 2-1/8" Width. Overall Length 14-7/8". Weight 1.5 lb</b>	1026	1
HEAVY-DUTY DOUBLE END S-SPOON	 General purpose fender and frame spoon. Designed to provide further reach on panels and behind reinforcements. Prying, heavy duty design for use on SUV frames. <b>12-3/16" Length. 1-3/8 X 5-1/4" Face. Weight 3.0 lb</b>	1044	1

Type	Description	Part Number	Std. Pkg. Qty.
ADJUSTABLE AND FLEXIBLE FILE HOLDERS	 <p>Permits use of files to 14". Handle adjustable for both right and left hand use for working close to offset or panels. Permit flexing either way to maximum point of safety against breakage. <b>Weight 1.7 lb</b></p>	1150	1
STANDARD 14" BODY FILE	 <p>Vixen milled, curved tooth. Plain blade. Flexible, standard cut, 8 tooth. <b>14" long. Weight .66 lb</b></p>	1158F	5
STRAIGHT SHELL BODY FILE	 <p>Vixen milled, curved tooth. Plain blade. Half round shell, 8 tooth. Concave for shallow concave work. <b>14" long. Weight .66 lb</b></p>	1163F	5
BODY DENT PULLER TOOL	 <p>Slide hammer activated. This tool provides a remarkably simple and easy method of removing a dent in a door or panel. Merely punch or drill a hole in the deepest part of the damage and insert a self-threading screw or hook. A few light impacts with the slide hammer will return the metal to original position. Shaft is 1/2" x 13" with locking device to keep screw from turning. Cadmium and black oxide rust-proof finish. <b>Weight 3.9 lb</b></p>	DP38	1
THE KEY TO METAL BUMPING	 <p>This book, entitled "The Key to Metal Bumping," is an excellent instruction manual and guide for every body man or student. It provides authoritative reference for techniques and methods for all phases of body and fender work. Its 126 pages cover most approaches to body repair problems. Visual assistance is rendered by more than 100 illustrations. It includes explanations of many time-saving short-cut methods to make the job easier and better. Among other features is a glossary of terms used in the trade. This is the third edition. The first was published in the late thirties and over the years has enjoyed widespread acceptance and usage as a guide and text by many public, private and trade schools. It is a perfect "tool of the trade" for the student and journeyman alike.</p>	BFB	1

# Body and Fender Repair Tools Tool Sets

Part Number	659K
153G	Cross Chisel Straight Hammer
158G	General Purpose Pick Hammer
160G	Heavy Duty Bumping Hammer
164G	Utility Pick Hammer
1058	Toe Dolly Block
1059	Heel Dolly Block
1060	General Purpose Dolly Block
1036	Light Dinging Spoon
1150	Adjustable File Holder
1158F	Body File Standard 14"
BFB	Instruction Manual
BX18	Tool Box

10 Tools



Part Number	691K
153G	Cross Chisel Straight Hammer
156G	Pick Hammer
158G	General Purpose Pick Hammer
160G	Heavy Duty Bumping Hammer
161G	Dinging Hammer
164G	Utility Pick Hammer
1058	Toe Dolly Block
1059	Heel Dolly Block
1060	General Purpose Dolly Block
1036	Light Dinging Spoon
1052	Spoon Dolly
1050	Combination Spoon
1150	Adjustable File Holder
1158F	Body File Standard 14"
162G	Shrinking Hammer
BFB	Instruction Manual
BX18	Tool Box

15 Tools



Part Number	692K
150G	Dinging Hammer
153G	Cross Chisel Straight Hammer
153GB	Cross Chisel Curved Hammer
155G	Fender Bumper
156G	Pick Hammer
156GB	Curved Pick Hammer
158G	General Purpose Pick Hammer
160G	Heavy Duty Bumping Hammer
161G	Dinging Hammer
162G	Shrinking Hammer
164G	Utility Pick Hammer
168G	Cross Peen Finishing Hammer
169G	Large Face Pick Finishing Hammer
1036	Light Dinging Spoon
1050	Combination Spoon
1052	Spoon Dolly
1054	Long Curved Spoon
1058	Toe Dolly Block
1059	Heel Dolly Block
1060	General Purpose Dolly Block
1061	Utility Dolly Block
1068	Low Crown Dolly Block
1091	Heavy Duty Driving Spoon
1150	Adjustable File Holder
1158F	Body File Standard 14"
BFB	Instruction Manual
BX17	Tool Box

25 Tools



<b>Part Number</b>		<b>644K</b>		<b>Wood Handles</b>				<b>4 Tools</b>			
158G		General Purpose Pick Hammer									
153GB		Cross Chisel Curved Hammer									
1036		Light Dinging Spoon									
1058		Toe Dolly Block									
<b>Part Number</b>		<b>644KFG</b>		<b>Fiberglass Handles</b>				<b>4 Tools</b>			
158FG		General Purpose Pick Hammer									
153FGB		Cross Chisel Curved Hammer									
1036		Light Dinging Spoon									
1058		Toe Dolly Block									
<b>Part Number</b>		<b>647K</b>		<b>Wood Handles</b>				<b>7 Tools</b>			
153GB		Cross Chisel Curved Hammer		1058				Toe Dolly Block			
162G		Shrinking Hammer		1059				Heel Dolly Block			
164G		Utility Pick Hammer		1060				General Purpose Dolly Block			
1036		Light Dinging Spoon									
<b>Part Number</b>		<b>647KFG</b>		<b>Fiberglass Handles</b>				<b>7 Tools</b>			
153FGB		Cross Chisel Curved Hammer		1058				Toe Dolly Block			
162FG		Shrinking Hammer		1059				Heel Dolly Block			
164FG		Utility Pick Hammer		1060				General Purpose Dolly Block			
1036		Light Dinging Spoon									
<b>Part Number</b>		<b>647KALFG</b>		<b>Fiberglass Handles</b>				<b>7 Tools</b>			
153FGB		Cross Chisel Curved Hammer		1058				Toe Dolly Block			
161FG		Dinging Hammer		1059				Heel Dolly Block			
164FG		Utility Pick Hammer		1060				General Purpose Dolly Block			
1036		Light Dinging Spoon									
<b>Part Number</b>		<b>694K</b>		<b>Wood Handles</b>				<b>4 Tools</b>			
158G		General Purpose Pick Hammer									
153GB		Cross Chisel Curved Hammer									
164G		Utility Pick Hammer									
170G		Door Skin Hammer									
<b>Part Number</b>		<b>694KFG</b>		<b>Fiberglass Handles</b>				<b>4 Tools</b>			
158FG		General Purpose Pick Hammer									
153FGB		Cross Chisel Curved Hammer									
164FG		Utility Pick Hammer									
170FG		Door Skin Hammer									
<b>Part Number</b>		<b>645K</b>						<b>4 Tools</b>			
1059		Heel Dolly									
1060		General Purpose Dolly									
1036		Light Dinging Spoon									
1057		Light Weight Toe Dolly									



# Terms & Conditions of Sale



These Terms and Conditions of Sale, along with Seller's Standard Limited Warranty; the contents of Seller's written acknowledgement, if any, to a purchase order or any other writing submitted by Purchaser to Seller; Seller's written proposal, if any, submitted by Seller to Purchaser; and the contents of any invoice submitted by Seller to Purchaser shall establish the commercial terms of the contract (the "Order") under which *Martin* Sprocket & Gear, Inc. ("Seller") agrees to sell parts and equipment ("Products") to the purchaser (the "Purchaser") and Purchaser agrees to purchase Products from Seller.

1. **AGREEMENT:** Notwithstanding any additional, differing, or conflicting terms in a purchase order or any other writing submitted by Purchaser to Seller, the terms of the Order shall constitute the entire agreement between Seller and Purchaser. Writings transmitted from Purchaser to Seller, such as a purchase order, that contain additional, conflicting, or differing terms from the Order shall not apply or in any way modify or alter the terms and conditions of the Order. Furthermore, writings with terms and/or conditions different from, or in addition to, the terms and conditions appearing in the Order, including any additional or differing terms and conditions contained in any purchase order submitted by the Purchaser, are expressly rejected. Purchaser's submission to Seller of an offer to purchase Products or Purchaser's acceptance of Seller's offer to sell Products, by whatever means, constitutes Purchaser's agreement that the Order contains the entire agreement between Purchaser and Seller. Purchaser's acceptance of the Order is expressly limited to the terms and conditions of the Order. Purchaser understands and acknowledges that the price Seller quoted for the Products is based upon Purchaser's acceptance of the terms and conditions of the Order and that the price for the Products would be different if other terms and conditions of sale were to apply.
2. **ACCEPTANCE:** If Seller is making an offer to sell Products, Purchaser may accept Seller's offer only on the terms and conditions set forth in the Order. If the Purchaser is making an offer to purchase Products from Seller, Seller's acceptance of Purchaser's offer is expressly conditioned on Purchaser's assent to the terms and conditions of the Order, and any commencement of performance by Purchaser shall be deemed to constitute such assent. Any additional and/or different terms and conditions proposed by Purchaser and/or any attempt by Purchaser to vary any of the terms and conditions of the Order shall be deemed a material alteration and is hereby objected to and rejected. Seller's shipment of any Products in response to a writing that attempts to vary any of the terms and conditions of the Order or Seller's acceptance of any payment by Purchaser shall not be deemed to constitute such assent to any additional and/or different terms and conditions proposed by Purchaser.
3. **RISK OF LOSS:** Unless a specific term of the Order provides otherwise, all shipments shall be shipped F.O.B. Seller's facility and risk of loss as to such Products shall pass and remain with Purchaser once Products depart Seller's facility.
4. **SPECIFICATIONS:** Seller shall furnish all stock Products as specified in the Order. Made-to-order Products shall be furnished in accordance with the specifications, details, requirements and/or drawings supplied by Purchaser, or prepared by Seller at Purchaser's direction. Any drawings, specifications, and calculations submitted by Seller to Purchaser shall be reviewed and approved by Purchaser. Seller warrants that all Products covered by the Order will conform to the specifications, drawings, samples or other descriptions furnished to Seller or adopted by the Purchaser. If it is determined that the Products delivered under the Order fail to meet the specifications, then Purchaser will contact Seller and Seller shall make corrections in accordance with Seller's Limited Warranty.
5. **LIMITED WARRANTY:** Seller's Standard Limited Warranty is attached hereto and incorporated herein for all purposes.
6. **PRICING, PACKAGING, DELIVERY AND PAYMENT:** All Products shall be sold on the terms, conditions and at the price quoted in the Order. All terms of pricing, packaging, shipment, delivery and payment are included in the Order.
7. **INSPECTION:** Purchaser shall have reasonable time after delivery to inspect the Products covered by the Order. Purchaser shall accept or reject the Products promptly after inspection. Payment by Purchaser prior to its inspection will not constitute acceptance of items covered by the Order.
8. **INDEMNIFICATION:**
  - 8.1 Seller agrees to indemnify and hold harmless the Purchaser, its successors and assigns against any and all liabilities, loss and expense (including attorney's fees) arising out of a third party product liability claim that results in a judicially determined, final, and non-appealable order finding that the Products were defective provided that no indemnification shall be provided for any loss (or any portion of any loss) determined to have resulted from the acts or omissions of the party seeking indemnification. Seller agrees to carry adequate product liability insurance to support this obligation and agrees to provide certificate(s) of insurance showing such coverage, as requested by Purchaser.
  - 8.2 Notwithstanding any of the other provisions in this Section 8., Seller's obligation to indemnify the Purchaser is limited to the extent of Seller's product liability insurance and the coverages and exclusions provided for thereunder. In the event Seller's product liability insurance will not cover any of the claims described in Section 8.1., then Seller shall have no obligation to indemnify Purchaser. Seller's obligation to pay any judgment, award, or settlement are likewise limited by the product liability insurance coverage amounts and policy limits provided for under Seller's liability insurance policies. Seller's obligation to indemnify Purchaser shall not apply to any Product which Purchaser (or Purchaser's employees, contractors, customers, or assigns) have altered, tampered with, misused or neglected, or for which Seller's operating instructions and warnings have been ignored or removed or to the extent of the negligence or legal fault of any party other than Seller. Indemnification provided herein is conditioned upon Purchaser providing Seller prompt notice of any claim and allowing Seller, or its insurance company, control over the defense and/or settlement of any such claim.
  - 8.3 Seller shall defend any suit or proceeding brought against Purchaser to the extent such suit or proceeding is based on a claim that any Product or part thereof (not developed, proposed or specifically mandated by Purchaser), constitutes an infringement of any patent. In the event that the sale or use of such Product, or any part thereof, is enjoined, Seller shall, at its own expense and its option, either: (a) procure for Purchaser, the right to continue using said Product; (b) replace same with a non-infringing Product; or (c) modify same so that it becomes non-infringing.
  - 8.4 The obligations of Seller with respect to indemnification for third party product liability claims and patent infringement are solely and exclusively as stated herein. THE INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, OR IMPLIED.
9. **TERMINATION:**
  - 9.1 **Termination for Convenience:** Purchaser, by written notice, shall have the right to terminate the Order, in whole or in part, at any time for its convenience. Upon receipt of written notice, Seller and any subcontractors and suppliers shall immediately cease all work with respect to the Products. Within thirty (30) days of Seller's receipt of any termination notice, Seller shall submit its claim for its costs of performance to the date of termination. The termination charges shall consist of a

percentage of the contract price of the Products reflecting the percentage of the work performed prior to the date of termination, plus any additional direct costs reasonably incurred as a result of the termination. Percentage of work performed and other charges must be verifiable by Purchaser. Upon payment of the termination charges, title to all Products for which Seller has been paid shall be vested in Purchaser.

- 9.2 **Termination for Default:** The Purchaser may terminate the whole or any part of the Seller's performance under the Order in any one of the following circumstances: (1) if the Seller fails to make delivery of the Products or to perform within the time specified herein or any extension thereof; (2) if the Seller delivers Products which do not conform to the specifications; or (3) if the Seller fails to perform any of the other provisions of the Order in accordance with its terms or so fails to make progress as to endanger performance hereunder. In the event of any such failure, Purchaser will provide Seller with written notice of the nature of the failure and Purchaser's intention to terminate for default. Such notice shall provide Seller a commercially reasonable opportunity to cure such failure. In the event Seller does not cure such failure within a commercially reasonable time of such notice, Purchaser may provide Seller with a written Notice of Termination for Default. In the event the Purchaser terminates the Order for default, as provided in this clause, the Purchaser's exclusive remedy for such default is to (i) receive a refund of the price actually paid to Seller upon the return of the Products to Seller's facility from which the Products were originally shipped or (ii) accept the Product as delivered with a mutually agreed to adjustment to the price.

## 10. CONFIDENTIAL INFORMATION:

- 10.1 In the performance of its obligations under the Order, Seller may have access to trade secrets and other confidential information, including but not limited to, drawings, data, costs, operating procedures, customers and methods of doing business, which may be owned or controlled by Purchaser and its affiliates ("Confidential Information"). If Seller does in fact have access to any of the Purchaser's Confidential Information in connection with the Order, Seller agrees that any such Confidential Information shall at all times remain the exclusive property of Purchaser and shall be used by Seller and its authorized employees, agents or subcontractors solely for the purpose of performing its obligations hereunder. Seller agrees to keep such Confidential Information in confidence and not to copy or permit others to copy the Confidential Information or disclose the same to unauthorized persons for a period of three (3) years, or for any trade secret for the period of time during which such item is considered a trade secret under applicable law.
- 10.2 If Seller is required to disclose the Confidential Information pursuant to any legal proceeding, Seller shall notify Purchaser in writing and allow Purchaser to seek appropriate judicial relief.
- 10.3 Notwithstanding the foregoing, nothing herein shall limit the Seller's right to disclose any information which: (1) was in or enters the public domain without fault of the Seller; (2) is received by Seller from a third party without restriction or breach of any duty of confidentiality; (3) was known to Seller prior to receipt and such prior knowledge is demonstrated by competent evidence; or (4) is required to be disclosed pursuant to government process, law, order, rule or regulation.
11. **FORCE MAJEURE:** Neither Purchaser nor Seller shall be deemed to have breached the Order as a result of delays in performance where such delays result from acts of God, fires, strikes, or occurrences, beyond the control, and without the fault, of the party seeking excuse. Any party seeking excuse under Section 11. shall promptly notify the other party in writing and take all reasonable steps to mitigate the effect of such delay on the other party. The time for performance by Seller shall be extended by a period equal to the length of any such excused delay. If any event of delay as identified in Section 11. is encountered by Seller and continues for more than ninety (90) days, the Purchaser shall have the right, but not the obligation, to terminate the Agreement for its Convenience in accordance with Section 9.1. entitled, "Termination For Convenience."
12. **COMPLIANCE WITH LAWS:** Seller certifies that its operations are in compliance with all applicable laws, executive orders, rules and regulations relating to Equal Employment Opportunity.
13. **INSURANCE:** Seller shall not insure the Product's for Purchaser's account, unless otherwise indicated in the Order.
14. **ASSIGNMENT:** The Order may not be assigned by either party without the written consent of the other party.
15. **GOVERNING LAW:** All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Order and the rights and obligations of the parties shall be governed by the laws of, and resolved in the State or Federal courts in, the State of Texas. Purchaser hereby consents to and waives any objection to venue and jurisdiction in such courts.
16. **CUMULATIVE REMEDIES:** SELLER SHALL IN NO EVENT BE LIABLE TO PURCHASER, ANY PERSON WHO SHALL PURCHASE FROM PURCHASER, OR ANY PERSON THAT USES ANY PRODUCTS SOLD PURSUANT TO THE ORDER FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PRODUCTION OR LOSS OF PROFITS RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DELAY, ACT, ERROR, OR OMISSION OF SELLER, OR ANY DEFECT, FAILURE, OR MALFUNCTION OF THE PRODUCTS, AND SELLER'S SOLE LIABILITY SHALL BE TO REPAIR OR REPLACE ANY PRODUCTS COVERED BY THE ORDER F.O.B. SELLER'S FACILITY, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE.
17. **SEVERABILITY:** The terms and conditions of the Order are subject to all applicable laws and regulations. The unenforceability or invalidity of any provision of any of the writings that collectively constitute the Order shall not affect the validity or enforceability of the remaining provisions thereof, but such remaining provisions shall be construed and interpreted in such a manner as to carry out fully the intent of the parties.
18. **DISPUTE RESOLUTION:** The parties agree to attempt to resolve disputes prior to submitting such disputes to determination by litigation by good-faith negotiations between knowledgeable, responsible representatives of each party who are fully authorized to settle any such dispute.
19. **WAIVER:** Seller's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, or privilege.



# Limited Warranty and Additional Terms & Conditions

## LIMITED WARRANTY

Subject to the limitation expressed in subsequent paragraphs, *Martin* Sprocket & Gear, Inc. and *Martin* Sprocket & Gear Canada Inc., and *Martin* Sprocket & Gear de Mexico, S.A. de C.V., make the following warranties: We warrant that each of our products of manufacture will be free from defects in material and workmanship under normal use and service for twelvemonths from the date of delivery to the original user. We will correct any such defects in material or workmanship by repair or replacement of the product F.O.B. our plant. Tools will carry the following lifetime warranty: If a *Martin* tool fails to satisfactorily perform its designated use, it may be returned to the *Martin* distributor from which such tool was purchased and will be repaired or replaced without cost.

**THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT OR TOOL SET FORTH IN THE FOREGOING WARRANTIES SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON.**

Charges for correcting defects will not be allowed, nor can we accept goods returned to us for repair or replacement, unless we are previously notified of the defect in writing and the return or correction is authorized by us in writing. All warranty claims alleging defects of materials or workmanship must be submitted in writing within thirty days of the discovery of a defect or such claim shall be considered waived. (This paragraph is subject to the provisions of the Consumer Protection laws of Mexico.)

The foregoing warranties shall not apply to any products or tools which have been subjected to misuse, neglect or accident, or have been altered or tampered with, or have been used beyond their normal useful or expected life, or which have had corrective work done thereon without our written consent. WE SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE, OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHERWISE, RESULTING FROM THE USE OF OUR PRODUCTS OR TOOLS OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT OR TOOL, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE. Equipment manufactured by others, and included in our proposal, is not warranted in any way by us but carries only the manufacturer's warranty, if any. No person has the authority to bind us to any representation or warranty other than the foregoing limited warranties as disclaimed.

Sale of *Martin* products and tools shall be governed by the laws of the State of Texas and of the United States of America. The provisions of the United Nations Convention on Contracts for the International Sale of Goods or any local statute declaring it to have the force of law in the jurisdiction of one of the parties shall not apply to products or tools supplied hereunder.

"YOU ARE HEREBY NOTIFIED THAT ANY ADDITIONAL OR DIFFERENT TERMS FROM THOSE CONTAINED IN THIS LIMITED WARRANTY ARE OBJECTIONABLE. NO ADDITIONS OR CHANGES ARE BINDING ON *Martin* UNLESS THEY ARE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER."

NOTE: All past due invoices shall be payable to *Martin* Sprocket & Gear, Inc., at P.O. Box 91588, Arlington, Tarrant County, Texas 76015-0088. All past due invoices of *Martin* Sprocket & Gear Canada Inc., shall be payable at 896 Meyerside Drive, Mississauga, Ontario, Canada L5T 1R9. All past due Invoices of *Martin* Sprocket & Gear de Mexico, SA de C.V., shall be payable at Km. 52 Carretera, Naucalpan-Toluca, Calle 3 Mz.7 Lt. 11, Parque Industrial, Toluca 2000, Toluca, Edo. de Mexico, C.P. 50200. Reasonable attorneys' fees will be added if collection is forced.

## ADDITIONAL TERMS & CONDITIONS APPLICABLE TO ORDERS OF *Martin* STOCK PARTS

**TAXES:** Any sales, use, consumption, or other similar tax applicable to the sale, purchase, or use of any Product is not included in quoted price and shall be paid by the Purchaser.

**RETURNED PRODUCT:** When it is desired to return Product for credit or exchange, it is necessary that permission in writing first be obtained from the nearest *Martin* Sprocket & Gear sales office.

**SHIPMENTS:** If Seller is not able to meet Purchaser's shipment requirements and/or expected dates of shipment, Seller will not accept liability for delays beyond Seller's control, nor will Seller accept cancellations unless a settlement has been agreed upon between all parties.

**FREIGHT ALLOWANCE:** Freight allowances are shown on the different product discount sheets. In cases where a Purchaser's specified routing of any Order is more costly than the routing selected by Seller, the excess charges will be added to the net amount of the invoice. Weights shown in supplier's publications are approximate, and may not be used to determine qualifications for freight allowance.

**CASH DISCOUNT:** Unless modified in the Order or Invoice, payment shall be: A 1% cash discount will be allowed on invoices paid net 15 days. All invoices are due in 30 days. Cash discount does not apply to other charges such as freight, postage, or delivery charges.

**PUBLISHED DIMENSIONAL DATA:** Due to changes in engineering and manufacturing processes and procedures, it becomes necessary, from time to time, to make alterations to products. Such alterations may not be reflected in supplier's publications. Therefore, if dimensions, specifications or appearances represented by pictures or drawings or tables are critical in their applications, please consult the factory for clarification or certified drawings.





**USA**

**Corporate Offices  
Sales & Manufacturing**

Arlington, TX  
817-258-3000 (FAX 817-258-3333)

**Regional  
Manufacturing Plants**

Albemarle, NC  
704-982-9555 (FAX 704-982-9599)  
Atlanta, GA  
404-292-8744 (FAX 404-292-7771)  
Burleson, TX  
817-295-7151 (FAX 817-447-3840)  
Danielsville, PA  
610-837-1841 (FAX 610-837-7337)  
Ft. Worth, TX  
817-258-3000 (FAX 817-258-3173)  
Montpelier, OH  
419-485-5515 (FAX 419-485-3565)  
Sacramento, CA  
916-441-7172 (FAX 916-441-4600)

**Branch Manufacturing Plants**

Charlotte, NC  
704-394-9111 (FAX 704-394-9122)  
Chicago, IL  
847-298-8844 (FAX 847-298-2967)  
Denver, CO  
303-371-8466 (FAX 303-371-7116)  
Houston, TX  
713-849-4330 (FAX 713-849-4807)  
Kansas City, MO  
816-231-5575 (FAX 816-231-1959)  
Los Angeles, CA  
323-728-8117 (FAX 323-722-7526)  
Minneapolis, MN  
952-829-0623 (FAX 952-944-9385)  
Nashville, TN  
615-871-4730 (FAX 615-871-4125)  
Pittsburgh, PA  
724-452-4555 (FAX 724-452-5794)  
Portland, OR  
503-223-7261 (FAX 503-221-0203)  
Tampa, FL  
813-623-1705 (FAX 813-626-8953)

**Manufacturing Only**

Abilene, TX • Clarksville, TX • Dallas, TX  
Mansfield, TX • Paragould, AR

**CANADA**

Cambridge, Ontario  
519-621-0546 (FAX 519-621-4413)  
Edmonton, Alberta  
780-450-0888 (FAX 780-465-0079)  
Mississauga, Ontario  
905-670-1991 (FAX 905-670-2110)

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