



## Customer Terms & Conditions

The sale of products and services ("Products") by Justice Bearing, LLC are subject to these terms and conditions ("Agreement") regardless of other or additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication ("Order"). Preprinted terms and conditions on any document of customer ("Customer") (for example: Orders or confirmations) and/or Justice Bearing's failure to object to conflicting or additional terms will not change or add to the terms of this Agreement.

### 1. ORDERS

All Orders are subject to acceptance by Justice Bearing. Orders for special, customized, and value-added Products and Products specifically identified by Justice Bearing as non-standard are obtained and/or manufactured specifically for the Buyer. These Products are designated as "NC/NR", and may not be cancelled, rescheduled, changed or returned without prior written consent.

### 1. PRODUCT RETURN

Customer may return Products to Justice Bearing only with a return material authorization ("RMA") number issued by Justice Bearing. Customer must notify Justice Bearing in writing of any damage to the outer packaging or other desire to return Products within 10 days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products. RMAs will be issued only for defects created solely by Justice Bearing or the original manufacturer, and only if Customer satisfies the notice requirement. RMAs will not be granted for damage, shortage, or other discrepancy created by Customer, the carrier or freight provider, or any other third party. Product return pursuant to a warranty requires written notice from Customer to Justice Bearing within the warranty period detailing the Product defect. Customer must return the Products to Justice Bearing freight prepaid in original manufacturer's shipping cartons or equivalent, along with acceptable proof of purchase, within the warranty period and as specified in the RMA. At Justice Bearing' discretion, Justice Bearing will return all Products not eligible for return to Customer, freight collect, or hold Product for Customer's account at Customer's expense.

### 2. PRICES

Prices are subject to change at any time. Prices are for Products only and do not include taxes, shipping charges, freight, duties, and other charges or fees, such as fees for special packaging and labeling of the Products, permits, certificates, customs declarations and registration (collectively, "Additional Fees"). Customer is responsible for any Additional Fees. Prices stated are in US Dollars.

### 3. TERMS OF PAYMENT

Credit cards accepted include major credit cards, including MasterCard, VISA and American Express. Credit Card billing information must be verified on new customers prior to shipment of order. Payment via net 30 days, or other terms payment arrangements, (e.g. 1% 10/NET 30 "discounted terms"), may be made upon approval from Justice Bearing, and in compliance with these terms. For customers with discounted terms arrangements, credit card payments are accepted with forfeiture of the negotiated discount. All customers paying by credit card, regardless of terms arrangement, must submit payment no later than 10 business days from the date of invoice, or will be subject to a 3% surcharge.

Customer agrees to pay the entire net amount of each invoice from Justice Bearing pursuant to the terms of each such invoice, without offset or deduction. Discounts may only be applied if previously approved by Justice Bearing in writing as having discounted terms, Customer's credit is in good standing and Customer is within compliance of all other terms and conditions. Orders are subject to credit approval by Justice Bearing, which may in its sole discretion at any time change the terms of Customer's credit, require payment in cash, bank wire transfer/EFT/ACH or by official bank check, and/or require payment of any or all amounts due or to become due for Customer's order before shipment of any or all of the Products. If Justice Bearing reasonably believes that the Customer's ability to make payments may be impaired or if Customer fails to pay any invoice when due, Justice Bearing may suspend delivery of any order or any remaining balance thereof, until such payment is made or cancel any order or any remaining balance thereof. Customer will remain liable to pay for any Products already shipped and all Non-Standard Products ordered by Customer. Customer agrees to submit such financial information as Justice Bearing may require for determination of credit terms and/or continuation of credit terms. Checks are accepted subject to collection and the date of collection will be deemed the date of payment. Any check received from Customer may be applied by Justice Bearing against any obligation owing by Customer to Justice Bearing under this or any other contract, regardless of any statement appearing on or referring to such check, without discharging Customer's liability for any additional



amounts owing by Customer to Justice Bearing. The acceptance by Justice Bearing of such check will not constitute a waiver of Justice Bearing right to pursue the collection of any remaining balance. Invoices not paid when due will bear interest to date of payment at the annual rate of eighteen (18%) percent or such lower rate as may be the maximum permitted by law. If Customer fails to make payment when due, Justice Bearing may pursue any legal or equitable remedies, in which event Justice Bearing will be entitled to reimbursement of costs for collection and reasonable attorneys' fees. There is a \$30 (USD) service charge on all returned checks.

#### **4. DELIVERY AND TITLE**

Unless otherwise specified on Justice Bearing's sales order acknowledgement, all shipments by Justice Bearing are FOB point of shipment from Justice Bearing' facility and the amount of all transportation charges will be paid to Justice Bearing by the Customer in addition to the purchase price of the Products. Subject to Justice Bearing' right of stoppage in transit, delivery of the Products to the carrier will constitute delivery to Customer and title and risk of loss will pass to Customer. Justice Bearing will make reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer's requested delivery date(s). Customer acknowledges that delivery dates provided by Justice Bearing are estimates only and that Justice Bearing will not be liable for failure to deliver on such dates. Selection of the carrier and delivery route will be made by Justice Bearing unless specifically designated by Customer. Justice Bearing reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery of any installment of Products within thirty (30) days after the date requested will constitute a timely delivery. Delivery of a quantity that varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered.