



# Justice Bearing Purchase Order Terms & Conditions

## 1.0 ACCEPTANCE OF PURCHASE ORDERS

This order is Justice Bearing's offer to purchase the goods and/or services specified according to the terms and conditions specified herein. The Purchase Order together with any attachments specifically incorporated or referenced along with these General Terms and Conditions contain the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented only by a written agreement signed by Justice Bearing and the Seller. This Agreement shall be binding upon the successors and assigns of the parties. In the event that any Justice Bearing Purchase Order does not state a price or delivery date, Justice Bearing will not be bound to any price or delivery date to which it has not specifically agreed in writing.

### 1.1 REFERENCE DOCUMENTS

When industry, military and/or regulatory standards are specified on the Justice Bearing purchase order, the manufacturing and/or processing of Justice Bearing product shall be in accordance with the current issue of the sited standards in effect as of the date of the purchase order. Note that if a specific revision is indicated on the purchaser order, the requirements of the specification at that revision level shall be imposed; and may reflect an older revision of the specification. However, nothing supersedes applicable laws and regulations unless a specific exemption has been obtained.

### 2.0 CHANGES

No changes, modifications or revisions to this order shall be valid unless in writing and signed by Justice Bearing's Buyer. Justice Bearing's Buyer may at any time, by written notice, make changes within the general scope of this order to drawings and specifications, shipping instructions, quantities, and delivery schedules. Should any such change increase or decrease the cost, or the time required for performance of the order, an equitable adjustment in the price and/or delivery schedules will be made. Any claims for adjustment by Seller must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon and should be accompanied by an estimate of charges for redundant material and/or work in process. No claim by Seller for actual cost of redundant material or work in process resulting from any such change will be valid unless submitted within six months from the date of such change, or such longer period as may be authorized by Justice Bearing's Buyer in writing. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this order as changed.

### 3.0 INSPECTION / ACCEPTANCE AND QUALITY CONTROL

All goods and/or services ordered are subject to final inspection and acceptance at Justice Bearing and at the ultimate destination, notwithstanding any prior payment or inspection and acceptance. Justice Bearing may reject and hold at Seller's expense, subject to Seller's disposal or return to Seller at Seller's expense, all material or articles not conforming to applicable drawings, specifications, samples, or as defined in the Purchase Order. Seller agrees to replace at its expense or, at Justice Bearing Buyer's option, to refund the price of any articles which fail to meet the requirements of applicable drawings, specifications, samples, or descriptions as ordered. The Seller is cautioned to examine carefully all referenced documentation that in total describes the product or service, the quality, the records and the controls that are required for adequate conformance. The requirements of listed and supplementary documents are mandatory to the extent they are applicable to the product or service furnished unless specific exemption in writing is obtained from Justice Bearing. Parts and materials furnished as part of the delivered item or, in the case of distributors, furnished as the delivered item shall have been purchased in a manner that ensures conformance to the applicable specifications and is subject to adequate controls. All supplied paperwork (certifications, shippers, etc.) must all reference back to the Justice Bearing Purchase Order Number, regardless of origin of paperwork. The Seller must tie all paperwork together with reference numbers.

Additional Justice Bearing Supplier Requirements / Quality Clauses will be identified on the Purchase Order as CN Clauses (e.g.: CN01, CN02, etc.).

Quality Clause definitions are presented in Justice Bearing's Coded Notes found in the quality section QMP-105. Justice Bearing must be informed immediately (not to exceed 24 hours or the next business day) of suspect nonconforming product shipped regardless of destination or date shipped. Notification shall be provided to Justice Bearing Buyer identified on the Purchase Order. Acceptance of this Purchase Order by the Seller constitutes acceptance of the applicable CN-Clauses without claim for additional costs.

### 4.0 RIGHT OF ENTRY

During Purchase Order performance, Justice Bearing or its representative, Justice Bearing's customer, or regulatory authorities

reserve the right to visit the supplier's facilities to monitor the items being manufactured for Justice Bearing. The representative may audit the product, production/manufacturing processes, the Quality Management/Inspection System, and all applicable records to determine compliance with quality and/or Purchase Order requirements. Whenever possible, advance notification of such visits will be made to avoid schedule disruption.

## **5.0 PACKING, SHIPMENT AND DELIVERY**

All packing shall be at Seller's expense, in suitable containers for protection in shipment and storage. Packing must conform to applicable carrier regulations. Packing lists shall accompany each shipment, showing the Justice Bearing Purchase Order number and material description.

Delivery schedule is of the essence. Seller will be held liable for damages suffered by Justice Bearing due late deliveries. Acceptance by Justice Bearing of any items after delivery date shall not be deemed a waiver of any rights or any damages suffered, and shall only be an attempt by Justice Bearing to mitigate such damages. Failure by Seller to complete delivery within the time specified shall in addition to other rights and remedies, relieve Justice Bearing of obligation to accept and pay for goods and/or services ordered.

## **6.0 WARRANTY**

Seller warrants that all goods and/or services supplied or furnished hereunder will be free from defects in material and workmanship and will conform to applicable specifications, drawings, samples, and descriptions as ordered; and if of Seller's design, will be free from design defects.

Such warranties shall remain in effect for a period of six (6) months after each item is applied to use intended, except if intended for use in products to be delivered to customers of Justice Bearing, such warranties shall remain in effect for a period of six (6) months after delivery of such products to Justice Bearing's customer. Such warranties shall be in addition to any other warranty or service guarantee of Seller and any warranties imposed by law. All warranties and service guarantees shall be equally applicable to Justice Bearing and its customers.

## **7.0 RESPONSIBILITY FOR PROPERTY**

Seller shall be responsible for all property and supplies covered by this order until delivery to specified delivery point and shall bear all risks for rejected property and supplies after notice of rejection. Seller shall be liable for any loss or destruction of, or damage to, property furnished to Seller by Justice Bearing or Justice Bearing's Customers, and shall be responsible for returning any such property in as good condition as when received, except for reasonable wear and tear, or for the utilization of such property in accordance with the provisions of this order.

## **8.0 QUALIFICATION**

If qualification as called out on drawing or specification is required on any item called for in this Purchase Order, such items cannot be shipped until items have been accepted through qualification tests, or deviations have been granted in writing from the Justice Bearing Buyer to ship prior to completion of tests, notwithstanding the qualification clause on the drawing or specification. Nothing in this section (8.0) is intended to prevent the continued production of items, as required to meet delivery schedule called for by the Purchase Order.

## **9.0 APPROVED VENDORS**

Justice Bearing maintains an Approved Vendors List (AVL). These Sellers are qualified by audit results and are subject to continuing performance measurements based on both conformance to requirements and delivery performance. Late shipments or the shipment of discrepant material will affect a Seller's approval rating, and can cause disqualification.

## **10.0 INVOICES AND PAYMENT**

Unless otherwise provided in this order, no invoices shall be issued nor payments made prior to delivery. Invoices must be issued per shipment. Unless freight and other charges are itemized, any discount will be taken on full invoice amount. Payments are subject to adjustment for shortage/rejection. Payment terms are specified on the Purchase Order. Net terms being after the date Seller's invoices are received by Justice Bearing. All invoices shall include Justice Bearing Purchase Order Number, item number and description, and unit price.

## **11.0 TAXES**

The price stated on the face of the Purchase Order shall include any and all taxes and other governmental charges, now imposed upon the production, sale, shipment, or use of the materials and Seller shall pay and discharge all such taxes and charges without reimbursement from Justice Bearing.

## **12.0 TERMINATION AND DEFAULTS**

(a) Justice Bearing may terminate this order in whole or in part at any time by written notice (including facsimile and electronic mail systems) to Seller and such termination shall not constitute default. Justice Bearing and Seller shall have all rights and obligations at law and in equity, including Justice Bearing's rights to title and possession of goods paid for. Seller shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Justice Bearing may take immediate possession of all work performed upon notice of termination. Seller agrees that it will not include in any claim submitted hereunder any direct cost of engineering and/or development or any cost for special tooling unless specifically ordered by Justice Bearing. Seller's obligations under the warranty and confidentiality provisions of this agreement shall survive such

termination.

(b) Justice Bearing may, by written notice (including facsimile and electronic mail systems) of default to Seller, terminate the whole or any part of this order in any one of the following circumstances: (i) if Seller fails to make delivery of the supplies to perform the services within the time specified herein or any extension thereof; or (ii) Seller fails to perform any of the provisions of this order or fails to make progress thus endangering performance of this order in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as Justice Bearing may authorize in writing) after receipt of notice from Justice Bearing specifying such failure; or (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or (iv) if Seller fails to provide written assurance of due performance, within a reasonable time after demand by Justice Bearing; or (v) prime contract is terminated for convenience by the Government or other agency.

(c) If this order is so terminated under section (b) for items (i) through (iv), Justice Bearing may procure or otherwise obtain, in the terms and manner as Justice Bearing deems appropriate, supplies or services similar to those terminated. Seller, subject to the exceptions set forth below shall be liable to Justice Bearing for any excess costs of similar supplies or services along with additional administrative costs tied to re-procurement actions.

(d) At or after termination as requested, Seller shall transfer title and deliver to Justice Bearing complete articles, partially completed articles and materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights that Seller has produced or acquired for the performance of the terminated part of the order, and Justice Bearing will pay Seller the contract price for completed articles delivered to and accepted by Justice Bearing and the fair value of the other property of Seller so requested and delivered.

(e) Seller shall continue performance of this order to the extent not terminated. Justice Bearing shall have no obligations to Seller for the terminated part of this order except as provided herein. Justice Bearing's rights as set forth herein shall be in addition to other rights set forth by law in case of Seller's default.

### **13.0 INSOLVENCY**

In the event of the institution of any proceedings by or against either party in bankruptcy or insolvency or under any provisions of the Bankruptcy Act or for the appointment of a receiver or trustee or an assignment for the benefit of creditors of either party, the other party may terminate this order without further cost or liability.

### **14.0 ASSIGNMENT**

Neither this order nor any interest under it shall be assigned by Seller without the prior written consent of Justice Bearing, except that claims for monies due or to become due under this order may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, by Seller without such consent. Justice Bearing shall be furnished with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to setoff for any present or future claim or claims which Justice Bearing may have against Seller except to the extent that any such claims are expressly waived in writing by Justice Bearing. Justice Bearing reserves the right to make direct settlements and/or adjustments in price with Seller under the terms of this order, notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.

### **15.0 LABOR DISPUTES**

Seller agrees that whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to Justice Bearing. This requirement will flow down to Seller's subcontractors under this order.

### **16.0 CLEARANCE OF MATERIAL INTENDED FOR PUBLIC RELEASE**

No news release, advertisements, public announcement, denial or confirmation of same relating to any part of the subject matter of this shall be made directly or indirectly without prior written consent from Justice Bearing.

### **17.0 REPRODUCTION RIGHTS / CONFIDENTIALITY**

Justice Bearing does not grant to Seller any reproduction rights to the articles ordered or any rights to use designs, drawings, or other information belonging to or supplied by Justice Bearing in the manufacture or design of articles or materials for anyone other than Justice Bearing. Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Justice Bearing and use such items only in the production of items under this order or other orders from Justice Bearing, and not otherwise, unless Justice Bearing's written consent is first obtained. Upon completion or termination of this order, Seller shall return all such items to Justice Bearing or seek disposition directions from Justice Bearing.

### **18.0 PATENTS**

To the extent that the items ordered are manufactured to designs not originated by Justice Bearing, Seller guarantees that the sale and/or use of such items delivered hereunder will not infringe any United States or foreign patents, and agrees to indemnify and hold Justice Bearing and/or its customers harmless from any expense, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights with respect to such items, and to defend, at its own expense, any action or claims in which such infringement is alleged, provided Seller is notified as to such actions or claims against Justice Bearing.

## 19.0 INDEMNIFICATION

(a) In the event Seller's employees, agents, or subcontractors enter premises occupied by or under the control of Justice Bearing in the performance of this order, Seller agrees that it will indemnify and hold harmless Justice Bearing, its directors, officers and employees from any loss, cost, damage, expense or liability by reason of property damage or personal injury arising as a result of, or in connection with such performance. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this section and will maintain proper worker's compensation insurance covering all employees performing this order. Seller agrees to provide proof of such insurance coverage promptly upon request by Justice Bearing.

(b) Seller agrees to indemnify Justice Bearing against loss, cost, liability or damage by reason of Seller's violation of any applicable law, executive order or regulation.

## 20.0 COMPLIANCE WITH LAW

(a) Seller warrants that all equipment and materials delivered under this order conform to all relevant Federal, State, Occupational Safety & Health Administration (OSHA) and other worker safety requirements.

(b) Seller warrants that in the performance of this order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials, and any other pertinent federal, state or local statutes, laws, rules or regulations, and Seller further agrees to hold Justice Bearing harmless from any loss, damage, fine, penalty, or expense whatsoever that Justice Bearing may suffer as a result of Seller's failure to comply with this warranty.

(c) Seller warrants that it has complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Justice Bearing any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986. Any breach of this warranty shall be a material breach of each and every contract between Justice Bearing and Seller.

(d) Seller certifies that the goods furnished hereunder have been or will be produced in compliance with applicable requirements under the Fair Labor Standards Act, as amended, and regulations and applicable orders of the United States Department of Labor.

## 21.0 CONFLICT MATERIALS POLICY

Seller represents and warrants that none of the materials it supplies or will supply to Buyer or Buyer's affiliates hereunder or pursuant to a purchase order issued by Buyer or its affiliate will contain any Conflict Minerals (as defined below) and that no Conflict Minerals will be used or purchased for use by Seller in a product manufactured or contracted to be manufactured by Seller hereunder or pursuant to a purchase order issued by Buyer or its affiliate where such Conflict Minerals are necessary to the functionality or production of the product manufactured or contracted to be manufactured by Seller hereunder or pursuant to a purchase order issued by Buyer or its affiliate. Seller shall ensure that each of its suppliers of materials necessary to the functionality or production of the product manufactured or contracted to be manufactured by Seller hereunder or pursuant to a purchase order issued by Buyer or its affiliate complies with the obligations contained in this paragraph. In addition, Seller agrees to provide Buyer and its affiliates with such assistance and cooperation, as is reasonably necessary, for Buyer and its affiliates to fully comply with the Conflict Minerals Law (as defined below). Without limiting the foregoing, the assistance and cooperation to be provided by Seller to Buyer and its affiliates pursuant to this paragraph shall include assistance and cooperation with a country-of-origin inquiry for any minerals used or purchased for use by Seller in a product manufactured or contracted to be manufactured by Seller hereunder or pursuant to a purchase order issued by Buyer or its affiliate, and producing information and documentation requested by Buyer and/or its affiliates or any third party hired by Buyer and/or its affiliates to assist with compliance with the Conflict Minerals Law. For purposes of this paragraph the following terms have the following meanings:

"Conflict Minerals" means (a) columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which include tantalum, tin and tungsten, unless the Secretary of State of the USA determines that additional derivatives are financing conflict in the Democratic Republic of the Congo or a country that shares an internationally recognized border with the Democratic Republic of the Congo (i.e. Angola, Burundi, Central African Republic, The Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia); or (b) any other mineral or its derivatives determined by the Secretary of State of the USA to be financing conflict in the Democratic Republic of the Congo or a country that shares an internationally recognized border with the Democratic Republic of the Congo.

"Conflict Minerals Law" means Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as it may be amended from time to time, and any regulations, rules, decisions, or orders relating thereto adopted by the Securities and Exchange Commission or successor governmental agency responsible for adopting regulations relating thereto.

## **22.0 INDEPENDENT CONTRACTOR STATUS**

Seller shall perform its duties under this Agreement as an independent contractor and not as an agent or employee of Justice Bearing. The relationship between the parties shall remain that of independent contractors and nothing herein shall imply any joint venture or employment relationship. Seller shall not in any way by oral or written statements or other conduct represent itself as being other than an independent contractor, without any power to bind Justice Bearing.

## **23.0 JURISDICTION**

This Agreement shall be construed under the laws of the State of North Carolina.

## **24.0 DISPUTES**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

## **25.0 LANGUAGE**

All written communication/correspondence is to be in English.