

CJ INTERNATIONAL, INC.
Terms and Conditions for All Sales

1. TERMS AND CONDITIONS – The goods sold by CJ International, Inc. (referred to as CJ from here on forth) to Customer are referred to as “Products,” and the property on which CJ performs repairs, exchanges, and other services are referred to as “Services.” All Sales of Products and Services by CJ are subject and bound to (a) CJ’s quotation, order acknowledgement, and any other separate written agreements signed by an authorized representative of CJ (the most recent document will supersede all prior documents), and (b) these terms and conditions, regardless of whether they are specifically referenced or included in CJ documents. **CJ’s processing and acceptance of Customer’s purchase order does not constitute acceptance of Customer’s terms and conditions. Any additional and/or different terms aside from this document are rejected unless otherwise accepted in writing by CJ.**
2. BUYER’S ASSENT TO CJ TERMS AND CONDITIONS – Customer’s assent of CJ’s terms and conditions is presumed based on Customer’s (a) lack of written objection within five business days after receipt of the CJ order acknowledgement, (b) payment for all or part of the purchased Products and/or Services, (c) any other action that leads to CJ’s reasonable presumption of Customer’s acceptance. CJ is not obligated to commence and/or fulfill any order for Products and/or Services until a formal order acknowledgement is issued. **A lack of written objection within five business days constitutes complete acceptance of CJ terms and conditions and waives any related future objections.**
3. AGREEMENT AND MODIFICATION – CJ’s quotations, order acknowledgements, and any other form of written agreement (signed by authorized CJ representative) shall represent the entire agreement between CJ and Customer, and will supersede all prior agreements including, oral and written correspondence. Any submitted purchase orders express agreement and acceptance of CJ’s quoted part numbers and specifications. No other waiver or modification of terms will be applicable and/or binding unless it has been clearly declared in writing and signed by an authorized CJ representative.
4. DELIVERIES, SHIPMENTS, AND RISK OF LOSS – All delivery dates are under the presumption that all factors other than CJ such as (a) suppliers, (b) shipment carriers, and (c) any other third parties that may delay and/or affect the order fulfillment and is outside of a reasonable scope of CJ’s control, will fulfill their agreements with CJ. The failure to meet the acknowledged delivery date due to any factors outside of CJ’s control do not constitute a breach in agreement to Customer. In no event shall CJ be held liable for any claims for any additional shipment costs, delays in production, lost profits/sales, or any other related events/damages in delivery, performance, or quality. All deliveries are Ex Works (Incoterms 2020), and it is CJ’s sole discretion, unless otherwise stated and signed by an authorized representative in writing, to select the shipping method, carrier, and applicable freight charges. Pickups from CJ facilities requested by Customer must be arranged at a time and date that is mutually convenient. All shipments occurring internationally and/or outside of the continental US requires a freight account number. Any damages, losses, or delays to Products after leaving the CJ facilities shall not be held liable against CJ, and all claims should be filed directly to the carrier related to the respective case.
5. EXCUSABLE DELAYS – In elaboration to the provision above, CJ shall not be held liable for failure to meet acknowledged obligations that arise from causes outside of CJ’s control and is not due to CJ’s fault or negligence. Excusable Delays may include but are not limited to (a) delays or refusals of

export licenses, (b) other acts of government that may cause hindrance to the execution of this agreement, (c) natural disasters or any other acts of God, (d) medical crisis, labor strikes, riots, or any other threat to safety and health of persons and property, and (e) shortages or inability to obtain materials and/or components. If an excusable delay causes a delay on CJI's part of the agreement, the acknowledged ship date will be extended by a corresponding length of time, and Customer is granted the option to cancel the order for the respective Products.

6. TAXES – Prices shown on CJI quotes, order acknowledgements, and any other written and signed documents related to agreements between CJI and Customer do not include any taxes, duties, or other fees. The responsibility to pay all additional fees imposed by any government body which CJI is required to collect and/or pay regarding applicable Products and Services shall be forwarded to Customer. By accepting these terms and condition, Customer agrees to pay all additional fees and to reimburse CJI for any fees in which CJI makes the initial payment.

7. OPENING NET TERMS WITH CJI – All new customers are required to pay in advance through a mutually agreed payment method for the first order with CJI unless otherwise agreed upon in writing and signed by an authorized representative. Upon Customer's request of opening a credit line with CJI, Customer must provide between at least three and up to five credit references, a current financial statement, and a completed questionnaire to be provided by CJI. CJI holds sole discretion to approve or reject Customer's request after reviewing the provided information. After approval, CJI has the right to (a) temporarily suspend or permanently cancel the credit line approval, (b) modify payment terms, or (c) require full or partial upfront payment for individual orders upon reasonable grounds found by CJI. The reasonable grounds include but are not limited to (a) Customer's repeated delays in payment, (b) the filing of bankruptcy by or against Customer, and (c) any other event that brings reasonable suspicion of Customer's credibility. **CJI reserves the right to cancel Customer's credit line at any time, without notice.**

8. CJI DISTRIBUTION – A purchase order submission and assent to these terms and conditions expresses Customer's acknowledgement that CJI is a distributor of parts, and CJI is purchasing parts from third parties to adhere to specifications requested by Customer unless otherwise expressed and agreed upon in writing and signed by an authorized representative. Therefore, CJI makes no representation about the components, composition, or sufficiency of Products to fulfill Customer's requirements.

9. NON-CONFORMING PRODUCTS – All claims for damages, shortages, loss, or any other nonconformances must be filed within ten business days of Customer receiving Products and/or Services. Any claims filed after this period will not be accepted unless otherwise agreed upon in writing and approved by an authorized representative. Any quantities delivered within +/- 5% of the ordered and acknowledged quantity is deemed complete unless otherwise agreed upon in writing and signed by an authorized representative. All requests to modify or reimburse monetary values invoiced must be claimed within ten business days of Customer receiving Products and Services. A lack of claim within this period constitutes Customer's complete acceptance of the order and agreement to provide payment of the invoiced amount. All claims must be placed only for substantial grounds and must be expressed in writing to include specific reasonings for return or rejection. CJI must be provided a reasonable period to investigate any claims made by Customer before a decision is reached. Customer shall not return or dispose of Products before a decision is made. Otherwise Customer forfeits the option to return the Product or be reimbursed for authorized scrapped parts or faulty Services. CJI reserves the rights to accept or decline returns and other respective requests, and upon CJI's acceptance Customer must (a)

return all or a specified portion of Products and/or Services to CJI, (b) provide clear supporting evidence of nonconformance such as test reports and photos, and (c) any other requests made by CJI to fully approve the claim. All returns must be shipped out within ten business days of CJI issuing the Return Material Authorization (from here on referred to as RMA), and the respective tracking information must be provided once available to Customer. No returned Products or Services claimed will be accepted or reimbursed without the issuance of an RMA.

10. CONFIDENTIALITY – Any sensitive information such as pricing, supplier information, or documentation shared from CJI to Customer in relation to this agreement and order is proprietary to CJI and shall be held in confidence by Customer. This information may and will only be released to third parties upon prior written consent by CJI on signed documents such as order acknowledgements or other agreed upon documents. Any unauthorized release of confidential information leading to CJI's loss or any competitors' gains constitutes a breach of this provision and Customer shall be held liable to amounts determined at CJI's sole discretion. The factors determining these amounts may include, but are not limited to, (a) loss of potential sales for CJI, (b) a leakage of CJI's supplier information, (c) loss of potential customers, and (d) any other factors that are deemed applicable to the breach. Customer has no rights to request any of CJI's records for purpose of audits and is prohibited from entering any of CJI's facilities for said purpose unless prior arrangements are made after written and signed approval from authorized representatives.

11. LIMITATION OF LIABILITY – In the case that CJI is held liable for any claims, regardless of the reason, the liability shall not exceed the sold price of Products and Services. Under no circumstances shall CJI be held liable for any other losses, damages, sales, profits, or other claims submitted from Customer's clients, regardless of Customer's legal obligation to comply. CJI reserves the right to determine the method in which it will be held liable, and these methods are limited to either (a) the replacement or repair of rejected Products, or (2) reimbursement for or credit against returned, rejected, or scrapped Products and Services. The assent to these terms and conditions constitutes agreement between CJI and Customer on the allocation of this risk.

12. GOOD FAITH AND TRANSFER OF RESPONSIBILITY – All sales and agreements including CJI, whether domestic or international, are made upon the presumed grounds that Customer will, in all aspects, comply with the U.S Export Laws and Regulations in the use of Customer's use, resale, or exports of Products and Services supplied by CJI. A lack of written objection within five business days after the agreement constitutes Customer's assent and acknowledgement of this provision along with all others listed above. A breach of this agreement shall not hold CJI liable for any portion of respective claims as all responsibility and liability transfers to Customer once Products leave CJI facilities.

Terms and Conditions for Quality

TERMS & CONDITIONS - All purchases are documented on purchase orders with accompanying technical documentation to include, as appropriate:

- product identification, including name, part number, type, class, style, grade, etc.
- reference to applicable standards, specifications, drawings, etc.;

- requirements for qualification of personnel as appropriate;
- on-site product verification at the supplier's premises and method of product release, if applicable;
- the supplier's interactions with the organization;
- any performance evaluation to be applied;
- delivery requirements including due date;
- design and development control requirements;
- special requirements, critical items or key characteristics;
- test, inspection and verification requirements (including production process verification);
- use of statistical techniques for product acceptance and related instructions for acceptance
- quality management system requirements
- requirements to use customer-designated or approved supplier, including process sources;
- requirement for notification of nonconforming processes, products or services and approval for their disposition;
- requirements related to the prevention of counterfeit parts;
- notification of changes to processes, products or services including changes to their supplier or location of manufacture, and requirements for approval of such changes;
- requirements for flow down of any requirements to their supplier;
- provision of test specimens for design approval, inspection/verification investigation or auditing;
- requirements for retention of any records or documents including retention periods and disposition;
- right of access by the organization their customers and regulatory bodies to applicable facilities and documentation;
- requirements to ensure supplier/external provider employees are aware of their contribution to product/service conformity; their contribution to product safety and the importance of ethical behavior.