

1. JAC reserves the right to cancel all or part of this order if it is not filled in accordance with the "Conditions of Purchase" and "Quality Clauses" by the due date stated on the Purchase Order.
2. Payment Terms of JAC Purchase Orders are net 30 days, unless otherwise indicated.
3. Supplier agrees to reference the JAC Purchase Order Number on all Shipping Documentation.
4. In cases of conflict of any of JAC terms with those of the Supplier, JAC terms will govern unless JAC agrees to specific exception in writing.
5. Supplier must not charge for boxing, crating, packaging, or cartage unless it is agreed with JAC at time of purchase and clearly stated on the Purchase Order.
6. Where applicable, supplier shall consolidate individual shipments for a given day into one shipment per day.
7. JAC will pay for only the quantities ordered. Excess quantities resulting from over shipment will be held in quarantine for a reasonable time awaiting supplier disposition instructions. Return of overages shall be at supplier risk and expense.
8. JAC and/or JAC's Customer reserves the right to verify product, goods, or service acceptance either at the manufacturing source or upon receipt by JAC. The right is reserved whether or not JAC makes prior payment to receive discounted terms.
9. Supplier will comply with all applicable regulations including but not limited to, Health & Safety, Customs, International Traffic in Arms Regulations (ITAR), Canadian Controlled Goods Registration Program, and Transportation.
10. Where a Material Safety Data Sheet (MSDS) exists and in the case of identified hazardous products or goods, the Supplier must supply the MSDS with this shipment. Additionally, the supplier must provide updated MSDS sheets once every three years.
11. JAC reserves the right at any time to change this order with respect to products, goods, or services not theretofore provided there under. If any such change shall increase the Suppliers cost of performance, then the Supplier shall immediately notify JAC thereof and an equitable adjustment shall be made by written amendment to this order.
12. Supplier (US or Mexico based) agrees to provide accurate and complete copies of a NAFTA Blanket Certificate of Origin or NAFTA Certificate of Origin with each shipment to JAC or shall include the applicable Harmonized Tariff Schedule number of each item shipped on the delivery documentation. Suppliers outside of North America must provide copies of accurate and complete Customs documentation to JAC.
13. Supplier agrees to indemnify and save harmless JAC against any and all claims for patent infringement or for royalties with respect to any products, goods, or services to be furnished by the Supplier and/or his sub-tier suppliers. The Supplier will defend, at its expense, any or all suits or actions at law, which may be brought against JAC under any such claim for infringements or royalties. JAC will give notice in writing if the institution of any such suit or proceeding and will permit the Supplier, through its counsel, to defend the same and will give the Supplier all needed information, assistance, and authority to enable it to do so.

**Quality Clauses**

1. Supplier must have an AS9100 or ISO 9001:2000 registered quality system or documented equivalent, unless otherwise specified and agreed upon. The system must include, at a minimum, requirements for approval of their products, goods, or services; procedures, processes, and equipment, as well as methods of qualifying their personnel to perform to the expected requirements.
2. Supplier shall provide a Certificate of Conformance certifying the goods/products: are genuine components; are traceable to source of supply; are in conformance to manufacturer's specifications and; comply with the Purchase Order requirements.
3. Unless otherwise specified and accepted, goods/products shall be supplied with a warranty period of no less than 24 months.
4. Supplier shall provide new, genuine goods/products without defects in design, manufacturing, workmanship and/or materials. Each and every item purchased by JAC is subject to inspection and approval. JAC reserves the right to reject and refuse acceptance of items with do not conform to (a) any instructions contained herein; (b) applicable specifications, drawings, data, etc and/or (c) warranty. Any and all defective goods/products shall be returned to supplier for remedy (credit or replacement) without cost to JAC.
5. Supplier must advise JAC in advance of any product or process changes that affect products, goods, or services purchased by JAC and where required, obtain written prior approval to delivery.
6. JAC shall have the right to access Supplier sites and facilities applicable to the supply of purchased goods/products on behalf of, or accompanied by our customers/regulatory authorities. This includes the right to review all applicable records and documentation associated with the goods/products purchased by JAC.
7. Supplier shall not sub-contract work to another supplier without prior written agreement by JAC.
8. Supplier must provide evidence that all quality clauses, drawing data, and purchase order terms and conditions have been flowed down to their sub-tier suppliers and contractors as applicable. This includes clauses from the Suppliers system as well as clauses flowed down from JAC.
9. Supplier must package products or goods in such a way that they are protected from physical damage and the environment. Damage that occurs in transit is the responsibility of the Supplier.
10. Where the supplied products or goods have a limited shelf life, Supplier must supply maximum available shelf life data with this shipment. Products or goods with less than half the stated shelf life remaining must not be shipped unless agreed to by JAC.
11. When specified, the Supplier must provide evidence that the tool or equipment supplied has been calibrated.
12. Unless otherwise specified, workmanship shall meet or exceed IPC ASNI/J-STD-001 and IPC-A-610 Class 2.
13. When specified, the Supplier must provide First Article Inspection Reports (FAIR) prior to the shipment of the completed order.