

1. DEFINITIONS & INTERPRETATION

In these terms and conditions (the "Conditions") the following definitions and rules of interpretation shall apply:

- 1.1. "Acceptance" means Supplier accepts Order either expressly by notice confirmation or implied by fulfilling the Order (whole or in part not limited to preparation investment);
- 1.2. "Contract" shall mean the contract formed by Supplier's acceptance of the Order;
- 1.3. "Delivery Schedules" means JCB's schedule of delivery requirements for the Goods which are the subject of an Order provided to Supplier with the specified Order Number specific to the (does not apply to Spot Order);
- 1.4. "Firm Ship-To Zone" means the immediate next succeeding week date and quantity reflected on the Order following receipt of Delivery Schedule in which shall define JCB requirement of delivery to take possession of the Goods quantity (does not apply to Spot Order);
- 1.5. "Firm Zone" means the date defined in the Delivery Schedule as agreed upon by JCB and Supplier authorizing the Supplier to produce the relevant quantity specified therein (but not deliver) and JCB will bear any and all material and production cost(s) directly associated with the scheduled quantity in the event of subsequent cancellation by JCB (does not apply to Spot Order);
- 1.6. "Goods" shall mean the goods specified in the Order;
- 1.7. "Intellectual Property Rights" all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.8. "JCB" shall mean JCB Manufacturing Inc., on behalf of itself and its Group;
- 1.9. "JCB's Property" shall mean all documents, drawings, information, equipment, goods or materials provided to Supplier by JCB in accordance or in connection with the Contract;
- 1.10. "JCB Requirements" means JCB's requirements or specification for the Goods and/or Services as set out in the Order or as otherwise advised by JCB to Supplier from time to time pursuant to the Contract;
- 1.11. "Order" shall mean JCB's written instructions; including but not limited to Schedule Agreement, Ship-to-Schedule and/or Purchase Order; to purchase the Goods and/or Services, incorporating these Conditions, which (a) in relation to the provision of Goods shall either be: (i) a Spot Order, or (ii) a Purchase Order against which Delivery Schedules shall be raised; and (b) in relation to the provision of Services means a Service Order;
- 1.12. "Order Number" means a unique ten (10) digit numeric number electronically generated by SAP to Supplier utilizing the contact information Supplier provides to JCB giving Supplier the authorization to fill and invoice the Order received;
- 1.13. "PPAP" means the Production Part Approval Process; issued under QS 9001; in which shall require an Order Number;
- 1.14. "Prohibited Act" means (a) committing any act or omission which is an offence (i) under any applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the UK Bribery Act 2010 and/or Foreign Corrupt Practices Act (FCPA) (15 USC § 78dd-1, et seq.); (ii) under legislation creating offences in respect of fraudulent acts; (iii) at common law in respect of fraudulent acts in relation to or in connection with the Contract; or (iv) defrauding or attempting to defraud or conspiring to defraud JCB and (b) offering, promising, giving, requesting, agreeing to receive or accepting a financial or other advantage in exchange for improper performance of a function or activity; (c) offering, promising or giving a financial or other advantage to a foreign public official with the intentions of influencing the official in their capacity as a foreign public official for the purpose of obtaining or retaining business or an advantage in the conduct of business, unless the written law applicable to the foreign public official permits such an offer, promise or gift;
- 1.15. "Proprietary Goods" means Goods that are designed by the Supplier that are originated and influenced from a catalogue item when designing Goods for JCB;
- 1.16. "Purchase Orders" means JCB's written instructions to purchase the Goods, incorporating these Conditions, confirming the Order Number, part number, description and price of the Goods and against which JCB's Delivery Schedules shall be raised with unique Order Number containing one (1) or more itemized Goods;
- 1.17. "SAP" shall mean the System Application Products software JCB utilizes to as its means of an Electronic Resource Planning (ERP) to generate its Orders for Goods and Services by issuing a unique Order Number;
- 1.18. "Services" shall mean the services specified in the Order. The Services shall be deemed to include all such ancillary and incidental advice and services as may be reasonably inferred by JCB as being included within the Services to ensure JCB Requirements are met or exceeded;
- 1.19. "Service Order" means JCB's written instruction to purchase Services, incorporating these Conditions, for an individual specific service requirement confirming the description and price of the Services and, if specified, the required date of completion of performance of the Services by way of SAP in which generates a unique 10-digit numeric number containing itemized Goods;
- 1.20. "Spot Order" means JCB's written instruction to purchase Goods and/or Services, incorporating these Conditions, for an individual specific delivery requirement confirming the part number, description and price of the Good and/or Services and the required delivery date of the Good and/or Services by way of SAP in which generates a unique 10-digit numeric number containing itemized Goods. Spot Order may also be referenced as one-time buys and are not subject to Delivery Schedules; Firm Ship-to Zone; Firm Zone and Trade-off Zone;
- 1.21. "Supplier" or "Vendor" shall mean the company, firm or individual on whom JCB places the Order;
- 1.22. "SQAM" shall mean JCB's Supplier Quality Assurance Manual as may be revised from time to time by JCB and as set out on the JCB website jcb-business.com;

1.23. "Tooling" shall mean all tools, jigs, dies, fixtures, moulds, patterns, plant and/or equipment or other items to be supplied or paid for in whole or in part by JCB in connection with the Contract;

1.24. "Trade-Off Zone" means the date defined in the Delivery Schedule as agreed upon by JCB and Supplier authorizing the Supplier to purchase any input materials necessary to produce (but not for the Supplier to produce the Goods) the scheduled quantity and JCB shall compensate Supplier in full for such outlay of the material required for the manufacture of Goods that are specifically unique to JCB requirements. Supplier understands JCB requires Supplier to demonstrate good faith efforts in the disposing of and/or the termination of material purchase prior to JCB authorizing said payment for material;

1.25. "VAT" or "Tax" means value added tax chargeable under English law for the time being and any similar additional tax applicable to the region;

1.26. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.27. The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible;

1.28. Clause headings shall not affect the interpretation of the Contract.

2. EXISTENCE AND SCOPE OF ORDERS

2.1. Unless otherwise agreed by separate agreement executed by JCB in writing, these Conditions (a) are the only terms and conditions upon which JCB is prepared to procure the Goods and/or Services from Supplier and these Conditions shall apply to and be incorporated into the Contract to the entire exclusion of all other terms and conditions; (b) shall prevail over any terms or conditions contained, or referred to, in any quotation, confirmation of order, specification or other document supplied by Supplier or implied by any trade custom or previous course of dealings and Supplier waives any right which it might otherwise have to rely on such terms and conditions; (c) together with the terms of the Order and any drawings and specifications referred to in the Order, comprise the complete and final agreement between JCB and Supplier and supersede all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral, on the subject of the Order provided that any statement or representation (written or oral) made by or on behalf of Supplier in connection with the Order which induced JCB to place the Order shall form part of the Contract.

2.2. Each Order shall be deemed to be an offer by JCB to buy the Goods and/or Services subject to these Conditions.

2.3. No Order shall be accepted until Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order (in whole or in part including but not limited to preparation investment) accepts the Order. Acceptance is strictly limited to the terms of this offer and JCB hereby notifies Supplier of its objection to any different or additional terms in Supplier's acceptance, invoice, correspondence or otherwise. Reference to Supplier's bid or proposal, if noted in the Order, is not acceptance of any of Supplier's terms and conditions which may be included in the bid or proposal.

2.4. Application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

2.5. No amendment or variation of the Order or these Conditions shall be effective unless agreed by JCB in writing.

2.6. Supplier represents that (a) it is financially solvent, (b) it is, if and to the extent required by law, licensed to provide the Goods and/or perform the Services; (c) it has carefully examined the JCB Requirements and all conditions relevant to the same and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performance; and (d) has sufficient information for proper and complete execution by it of its obligations.

2.7. JCB has no way of ascertaining Supplier's dependency on JCB for revenues from sales in proportion to revenues from Supplier's other customers. Supplier, therefore, agrees that it will not become over dependent on JCB for said sales. Supplier acknowledges and agrees that Supplier shall not assert any claim, and that it shall not have any cause of action, against JCB relating to Supplier's financial stability if JCB terminates the Order for any reason whatsoever.

3. PRICES

3.1. Unless otherwise stated in the Order or any valid amendment thereof made in accordance with these Conditions, prices shall be as set out in the Order and are fixed and firm for the duration of the Order inclusive of all labour, supervision, materials, supplies, equipment, testing, development, charges, tools, permits, licenses, fees, certificates and other costs and expenses including packaging, carriage, insurance and delivery, taxes and duties (on the basis of the Incoterm set out in the Order) but exclusive of any applicable VAT or equivalent sales taxes. No surcharges, premiums or other additional charges of any sort shall at any time be chargeable by Supplier without prior written consent of JCB.

3.2. Supplier further warrants (a) the prices for Goods and/or Services are; and shall remain; not less favourable to Buyer than the prices currently extended to any other customer of Supplier for the same and/or substantially Goods and/or Services in the same or similar quantities and delivery requirements; (b) in the event Supplier reduces the prices of Goods and/or Services during the term of the Order, Supplier shall extend the reduction of the Goods and/or Services to Buyer; (c) Unless agreed otherwise by separate agreement executed by both parties, Supplier expressly assumes any and all risk of cause or event (whether foreseeable or otherwise) affecting increase in pricing (not limited) to foreign exchange rate changes, commodity, raw material costs, inflation, transportation, labor and other manufacturing costs; (d) Supplier shall ensure the Goods and/or Services remain competitive; including but not limited to; pricing, technology and quality, with similar goods and/or services to Buyer from other suppliers; and (e) No surcharges, premiums or other additional charges of any sort shall at any time be chargeable by Supplier without prior written consent of JCB.

4. PAYMENT

4.1. Supplier's invoices shall clearly state JCB's order numbers, JCB's part numbers (where the Order is for the provision of Goods), and the description, quantity, date and delivery locations of the Goods and/or Services, the price as reflective

of the Order and such other supporting information required by JCB to verify the accuracy of the invoice and a separate invoice must be rendered for each individual consignment of Goods and/or provision of Services. Unless otherwise agreed, invoices shall be issued as relevant only following delivery of the Goods or completion of the Services. Invoices not in accordance with these requirements will be rejected.

4.2. Where Supplier's invoice number and shipping (including but not limited to packing slip and bill of lading) number differs; the Supplier shall ensure that the shipping number is clearly stated on the invoice.

4.3. Invoices not in accordance with 4.1 or 4.2 will be rejected and may result in delayed payment(s).

4.4. Should JCB dispute the whole or any part of sums payable under any invoice, JCB shall be entitled to withhold payment of the invoice until the dispute is resolved. The parties shall cooperate in good faith to resolve the dispute over the invoice as amicably and promptly as possible and on settlement of any dispute JCB shall make the appropriate payment in accordance with the Contract and with respect to any such settled amount any agreed period within which payments are due to be made and shall commence on the date on which the dispute is resolved.

4.5. SUPPLIER'S OBLIGATIONS TO SUPPLY GOODS OR PROVIDE SERVICES SHALL NOT BE AFFECTED BY ANY GOOD FAITH PAYMENT DISPUTE BETWEEN THE PARTIES.

4.6. Subject to compliance with Clauses 4.1 and 4.2 and subject to JCB's rights pursuant to Clause 4.4, payments by JCB will normally be made payable in sixty (60) days ("NET60") or as otherwise specified on the face of the Order.

4.7. JCB shall be entitled at any time to set off (off-set) without notice against any amounts owing to Supplier under the Contract any sums which become due from Supplier to JCB whether under the Contract or on any other account with JCB or any other JCB group company and whether or not any demand has been made for the payment of any such sums or may withhold payment due to the extent as may be necessary to protect JCB from loss because of a reasonable doubt that the Goods and/or Services will meet the requirements of the Contract.

4.8. Supplier and its subcontractors (at all tier levels) waives the right to file a mechanics or materialmen's lien, to the maximum extent provided by law, and will indemnify JCB against all damages, costs and expenses, including attorney's fees, arising out of any claims or liens filed by Supplier, Supplier's subcontractors or Suppliers material suppliers. Supplier is responsible and shall ensure its subcontractors are fully knowledgeable and in compliant with the terms herein.

4.9. Before any payment hereunder shall become due, JCB, at its option, may require Supplier to furnish satisfactory evidence of the payment of all accounts for labor and materials pertaining to the Contract and Supplier shall, if required by JCB, procure and furnish to JCB a full and complete release of liens from all persons furnishing labor and materials toward performance of the Contract or, at the option of JCB, a surety bond in a form and substance satisfactory to JCB indemnifying JCB against any claims based thereon.

4.10. Any invoice submitted by Supplier for Goods and/or Services without proper Order Number or reused Order Number will not be paid (excludes blanket Order Number for Goods).

5. QUALITY & WARRANTY

5.1. Without prejudice to any other of JCB's rights, express or implied by law, Supplier shall ensure, as a condition of the Contract, that (a) all Goods are new and unused (unless otherwise specified in the Order), free from defects in design, materials and workmanship, of satisfactory quality, fit for the purposes for which they are intended and comply with the Order or to all specifications, drawings, samples and other descriptions furnished or specified by JCB (including the JCB Requirements and any "Production Part Approval Process Documentation" of JCB; and/or (b) all Services and any services and other obligations provided in connection with the supply of Goods shall be provided using all reasonable care and skill, in accordance with the Contract and to all specifications and descriptions specified by JCB (including any JCB Requirements or any dates specified for performance), in accordance with all applicable laws and generally recognised commercial practices and standards in the industry for similar services and by personnel who are suitably skilled and experienced to perform tasks assigned to them and any replacement parts or materials or corrections shall have the same warranties that are applicable to the original work, goods, services and materials.

5.2. Supplier acknowledges that JCB is relying on Supplier's skill and judgement to furnish suitable Goods and/or Services unless otherwise specifically agreed in writing by JCB.

5.3. Unless otherwise agreed in writing and executed by both parties, warranty for Goods procured for the manufacture of JCB equipment shall be three (3) years or 6,000 hours from the date of retail. This shall include tangible Goods directly supporting the manufacture process.

5.4. Unless otherwise agreed in writing and executed by both parties, warranty for Services provided by Supplier shall be twenty-four (24) months at the prevailing state labor rate. Services (specific to Clause 5) shall additionally include (for clarity) the maintenance, repair and/or overhaul operations activity to keep JCB facility running. Per diem is Supplier responsibility.

5.5. Unless otherwise agreed by JCB as part of JCB's supplier appointment process, Supplier shall operate (a) a quality system in accordance with ISO 9000 or equivalent; (b) an occupational health and safety management system in accordance with ISO 18001 or equivalent; and (c) an environmental management system in accordance with ISO 14001 or equivalent.

5.6. Supplier shall provide and maintain a quality control system to an industry recognized ISO9001:2008 Quality Standard or greater and/or in compliance with any other specific quality requirements identified in this Agreement for the Contract and shall furnish a copy of said certificates to JCB.

5.7. As applicable, Supplier shall practice statistical process control and shall ensure validation of tooling and tooling process and ensure it maintains Cmk controls greater than 1.67 and Cpk greater than 1.33 in accordance to Geometric Dimensioning and Tolerancing ("GD&T") and other critical aspects specified on the drawing.

5.8. Supplier understands that it is required to maintain a Parts Per Million ("PPM") rate of less than sixty-four (64).

5.9. Records of all quality control inspection work by Supplier shall be kept complete and available to JCB and its customers.

6. DELIVERY AND PERFORMANCE

6.1. Time shall be of the essence for performance to the date(s) set out in the Order or Delivery Schedule.

6.2. Unless specific instructions are given in respect of the Order, Supplier shall not deliver, manufacture or procure any Goods or materials or perform any Services except as authorized, as relevant, in the Spot Order or Service Order or JCB's written Delivery Schedules furnished by JCB to Supplier which refer to the Purchase Order, as relevant. JCB shall have no responsibility for Goods, materials or Services not covered in a Spot Order or Service Order or in JCB's Delivery Schedules relevant to a Purchase Order, as relevant, and shall not be bound by any estimate of quantities or dates or frequency of delivery whether given in the Order or otherwise.

6.3. Goods shall be delivered (or if agreed by JCB, collected) not earlier or later than the times (which shall be of the essence of the Contract) and at the places stated in the Spot Order or JCB's Delivery Schedules which relate to a Purchase Order.

6.4. Supplier shall promptly advise of any difficulty or delay actual or expected in performance of Orders and its proposed remedial action, without prejudice to any other of its obligations under the Contract.

6.5. If JCB fails to meet any of the stated conditions upon which Supplier's performance under the Contract is based, such failure(s) shall excuse Supplier from fulfilling its performance only to the extent, if any, that such failure(s) actually prevents Supplier from achieving any part of its performance, and shall not otherwise excuse Supplier from completely fulfilling its performance and Supplier shall use reasonable endeavours to mitigate any effects of JCB failure(s).

6.6. If Supplier fails to meet any of the stated conditions upon which JCB's requirements under the Contract is based, JCB shall reserve the right to secure Goods and/or Services from another supplier without any repercussion, to ensure JCB production is not interrupted and Supplier shall be required to compensate JCB to the maximum extent allowable by law of any costs; including but not limited to; freight, increased material charge, surcharges, premium and labor. Supplier shall ensure it puts forth good faith efforts in preventing further risks.

6.7. Supplier shall, at its expense, provide all necessary assistance, information and drawings to enable the successful installation, operation and maintenance of the Goods or use of the deliverables of any Services.

6.8. The Goods shall be adequately packed and protected against damage or deterioration in transit or storage and Supplier will otherwise comply with all arrangements for packaging as may be in the JCB Requirements. For parts delivered for aftermarket purposes, JCB part numbers are required to be visible on individual part packaging or on the parts themselves.

6.9. Each delivery shall also be accompanied by an advice note which shall contain JCB's order number, part number and the description, quantity and delivery location of the Goods.

6.10. If JCB requires special arrangements to be made because of failure by Supplier to make deliveries in accordance with the Spot Order or Delivery Schedule or to perform Services in accordance with any Service Order, as relevant, Supplier shall conform to such requirements at its own expense. Supplier shall also be responsible for any expenses incurred to deliver any incorrectly delivered items to the correct delivery location and to return any items delivered in excess of the quantities specified in the Spot Order or any Delivery Schedules.

6.11. JCB shall have no responsibility for packing materials or cases except as agreed in writing between the parties.

6.12. Supplier shall (a) co-operate with JCB in all matters relating to the supply of Goods and/or Services; (b) observe, and ensure that all employees, agents and subcontractors which it engages in relation to the supply of Goods and/or Services observe all rules and regulations and any other requirements that apply at JCB's premises (including but not limited to health and safety and security) and JCB reserves the right to refuse to such persons access to JCB's premises, which shall only be given to the extent necessary for the delivery of the Goods or the performance of any other obligation connected to the supply of the Goods and/or the performance of the Services; (c) if Supplier is accessing JCB's premises when performing the Services, carry out an appropriate risk assessment to evaluate the health and safety risks associated with the provision of any such Services; and (d) obtain and at all times maintain all licences and consents necessary for its performance of the Contract.

6.13. Supplier will provide country of origin declarations in relation to Goods to JCB (and/or the nominated aftermarket division of the JCB group of companies) upon request. These declarations will be in the format required and will cover all Goods supplied to all JCB group companies. Additionally, Supplier will provide updated declarations as required throughout the year where parts have been re-sourced from a different country to that originally declared, or at the time that any additional Goods are supplied.

6.14. Supplier warrants that it has good and marketable title to the items supplied by it pursuant to the Order and that the same are unencumbered and free from security interests and liens.

7. INSPECTION, TESTING AND QUALITY ASSURANCE

7.1. The parties acknowledge and agree that the processes, procedures and standards set out in SQAM shall apply to any Goods supplied to JCB for use by JCB in its manufacturing operations and Supplier shall adhere to such processes, procedures and standards. All terms used herein but not defined herein shall have the definitions given to such terms in the SQAM.

7.2. All Goods although assumed to have been properly inspected and tested by Supplier prior to delivery or upon completion of Services, as relevant, are subject to inspection and testing by JCB, at its discretion notwithstanding any prior inspection, the passage of title or any payments.

7.3. Supplier will co-operate with JCB in the carrying out of quality and inspection processes, procedures and standards as JCB may request in relation to the provision of Goods including supporting the Advanced Product Quality Planning (APQP) activities, as required, and the Part Production Approval Process. The JCB significant code to determine the relevant level of sample approval process will be identified on the component drawing as defined in STD 00251, the

standard will specify the documentation to be submitted by Supplier. Where coding has not been identified on the drawing, code C will apply. Supplier shall not proceed to production of Product for supply until such time as JCB has approved the PPAP/ISIR or issued the Supplier a concession, and the sample Product. The manufacture of all parts for production shall remain at Supplier's risk until the PPAP/ISIR or issued Supplier concession has been approved. All part approval submissions will require a Part Submission Warrant (PSW) to be signed or issued Supplier concession.

7.4. Supplier shall keep JCB advised of the details of such procedures as it operates in connection with the Order for the provision of Goods and details of the manufacturing facility which manufactures Goods and shall not make any change to the specification, the procedures or the manufacturing facility without JCB's prior written agreement. When Goods are purchased against a particular quality standard it is of the essence that the traceability requirements of that standard are complied with.

7.5. Supplier shall, at JCB's request, permit or procure permission for representatives of JCB, its customers and other organisations (including governmental authorities) to carry out such inspections, assessments and testing (including the taking of samples) as they request in connection with any Goods and/or Services (including interim inspections) and any processes carried out in relation to them including quality assurance systems and procedures.

7.6. JCB's right to reject any Goods and/or Services and Supplier's obligation to fulfil the requirements of the Order shall not be affected by the carrying out or any failure to carry out any inspection or testing of the Goods and/or deliverable of any Services by JCB or any approval given by or on behalf of JCB or by any payment being made for them.

8. REJECTION AND OTHER RIGHTS

8.1 Without prejudice to any other of its rights express or implied by law, in case of any early, late, partial, excessive, defective or otherwise incorrect delivery or performance or any other failure by Supplier to comply with the Contract, JCB shall be entitled, at its discretion, to exercise some, all or any of the following rights, namely: (a) to reject such delivery or performance and, where any Goods and/or Services so rejected are the same as other goods or services supplied by Supplier to JCB or to any other JCB group company, JCB may reject those goods and/or services also; (b) to refuse to accept any subsequent Goods and/or Services which Supplier attempts to make; (c) to require Supplier at its expense to immediately supply in substitution for any rejected Goods and/or Services, goods and/or services which conform; (d) to recover any costs incurred in obtaining substitute Goods and/or Services from a third party; (e) to recover any costs incurred as a consequence of late, partial or defective performance or other failure; (f) where paid in advance, at its discretion, for Goods and/or Services that have not been provided by Supplier, to have such sums refunded by Supplier; (g) to require the Supplier to, or at Supplier's expense to, carry out or have carried out any work which JCB considers necessary to conform any Goods and/or Services; and/or (h) at Supplier's expense, remove and replace any rejected Goods which have been incorporated into JCB machines, equipment, parts or attachments.

8.2 Goods rejected by JCB shall be collected by Supplier within thirty (30) days of notice of rejection being despatched by JCB or, at Supplier's request and expense, JCB shall return the same to the Supplier. Pending collection, the Goods shall be held at the expense and risk of Supplier. Supplier shall be charged an administration fee for each inspection report generated following rejection of Goods and Supplier shall also pay all expenses incurred by JCB in packing, handling and sorting rejected Goods and, if applicable, removing and replacing any rejected Goods which have been incorporated into machines, equipment, parts or attachments of JCB or any other member of the JCB group of companies. If Supplier fails to collect the rejected Goods JCB reserves the right, at Supplier's expense, to destroy or otherwise dispose of the rejected Goods in any manner JCB thinks fit without liability to Supplier.

8.3 Where Goods are rejected by JCB more than three times in any week, Supplier acknowledges and agrees that this will cause JCB's "quality divert" process as detailed in the SQAM to operate in relation to any ongoing supply of such Goods.

9. PASSING OF TITLE AND RISK

9.1 Title and risk in Goods shall pass to JCB on delivery at the location stated in the Order or, if paid for by JCB prior to delivery, title to any goods, materials or equipment shall pass when the same are identifiable as those to which the Order refers.

10. COMPANY'S PROPERTY, TOOLING AND DRAWINGS

10.1 Supplier shall: (a) bear all risks of loss of or damage to and adequately insure JCB's Property whilst in Supplier's possession or control; (b) ensure that JCB's Property is marked with such indications of ownership as JCB directs and is kept in good condition; (c) not permit JCB's Property to be removed from Supplier's premises or such other premises as may have been agreed by JCB in writing; (d) not use or permit the use of JCB's Property except for the purpose of the Order; (e) permit or procure permission for JCB or its representatives to enter at any reasonable time any premises where JCB's Property is located for the purpose of inspecting it; (f) immediately return JCB's Property on demand in good condition and permit or procure permission for JCB in the course of any inspection pursuant to Clause 10.1.5 to re-possess the same; (g) pay to JCB on demand the full value (or, where JCB's Property consists of Tooling less than the full cost of which has been contributed by JCB, the proportion of such value which JCB's contribution bears to the cost thereof) of any of JCB's Property which is not returned in good condition or accounted for to JCB's satisfaction, and waive any lien which Supplier might otherwise have (whether at the date of the Contract or subsequently) on any of JCB's Property for work done thereon or otherwise.

10.2 Where the Supplier requires an advance payment from JCB equal or greater than TEN THOUSAND (\$10,000.00) and 00/100 DOLLARS, Supplier is required to procure and furnish to JCB a full and complete release of liens from all persons furnishing labor and materials toward performance of the Contract and a surety bond, bank guarantee or approved equivalent (by JCB) equal to the amount of the down payment. Supplier further indemnifies JCB from any claim thereon.

10.3 Where the Order is for Tooling, these Conditions shall apply to such Order with reference to 'Goods' being to the Tooling. It is acknowledged that the

Tooling shall not be delivered into the physical possession of JCB but shall remain in the possession of Supplier or Supplier's vendors for the purposes of fulfilling other Orders for goods from JCB for which such Tooling was ordered and these Conditions shall therefore be construed accordingly.

10.4 Supplier agrees that all Tooling shall be and remain part of JCB's Property. Supplier further acknowledges and agrees that JCB shall be the owner of any raw materials procured by Supplier for use in the manufacture of the Tooling and Supplier shall mark all such raw materials as "property of JCB" along with the appropriate JCB asset number. Supplier agrees that the requirements stated in Clause 10.1 shall apply to all such Tooling and without prejudice to the generality thereof Supplier shall, at its expense: (a) maintain and on JCB's request make available at any reasonable time for inspection a Tooling register and furnish such photographic or other evidence as JCB at any time requests as to the existence, location and condition of the Tooling; and (b) maintain all Tooling in good condition and immediately replace any items which are lost or destroyed or become worn out.

10.5 Supplier shall, upon demand by JCB at any time (whether verbal or in writing) permit JCB's representatives to enter any of Supplier's premises or other premises under Supplier's care and control and to remove any such Tooling from those premises. Supplier shall indemnify JCB and hold JCB harmless in relation to any and all direct, indirect or consequential losses (including additional cost of production, loss of production, loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) as a result of any delay or refusal by Supplier (or any third party at Supplier's direction) to deliver up all of the Tooling when required.

10.6 The provisions of this Clause 10 shall survive completion or termination of the Contract.

11. RESPONSIBILITY FOR INFORMATION & CONFIDENTIALITY

11.1 Supplier shall treat as confidential during and following completion or termination of the Contract (and, in particular, not use except for the purposes of the Order or permit disclosure to any third party) any technical or commercial know-how, drawings, specifications, data, computer software (including source codes or similar material) or the like prepared by Supplier or made available by JCB in connection with the Contract. Supplier shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging Supplier's obligations under the Contract and shall immediately return such confidential information to JCB on completion of the Contract or earlier on JCB's request. The obligations of confidentiality shall not extend to information which Supplier can show (a) is in, or has become part of, the public domain other than as a result of a breach of the obligation of confidentiality in this Clause 11.1, (b) was independently disclosed to it by a third party entitled to disclose the same or (c) is required to be disclosed under any applicable law or by order of a court or governmental body or authority of competent jurisdiction. The provisions of this Clause 11.1 shall be without prejudice to the terms of any specific confidentiality agreement that may have been entered into between JCB (or a member of the JCB group of companies) and Supplier.

11.2 Supplier shall be responsible for any errors or omissions in any particulars supplied by it, whether or not approved by JCB, except only to the extent that such errors or omissions are due to inaccurate information supplied in writing by JCB and such information was not supplied subject to confirmation by Supplier.

11.3 The provisions of this Clause 11 shall survive completion or termination of the Contract.

12. INTELLECTUAL PROPERTY

12.1 If, as part of the Order, JCB commissions Goods and/or Services to meet a specification or requirement which is specific or unique to JCB, the parties acknowledge and agree that all Intellectual Property Rights in any technical or commercial know-how, drawings, specifications, data, manufacturing information, computer software (including source codes or similar material) or the like produced by Supplier on behalf of JCB in relation to such Goods and/or Services shall be and remain vested in JCB. Supplier assigns to the Customer, with full title guarantee and free from all third-party rights, all such Intellectual Property Rights. JCB grants to Supplier for the sole purpose of manufacturing the Goods for JCB and for no other purpose whatsoever a non-exclusive, personal, non-transferable, revocable, royalty-free licence of the Intellectual Property Rights relating to such Goods, subject to Supplier's continuing compliance with its obligations under the Contract.

12.2 Supplier shall, promptly at JCB's request (including during or after the completion or termination of the Contract), do (or procure to be done) all such further acts and things and the execution of all such other documents as JCB may from time to time require for the purpose of securing for JCB the full benefit of the contract, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to JCB in accordance with Clause 12.1.

12.3 If as part of the Order, the Goods and/or deliverables of the Services are to be imaged to bear the name and/or trade mark "JCB" or the "JCB" logo, Supplier is granted a fully paid-up, non-exclusive, non-transferable right to use such name and/or trade mark for the purposes of the Order only, but otherwise Supplier shall not have any rights in the name or trade mark "JCB" or the "JCB" logo. JCB grants to Supplier a fully paid-up, non-exclusive, non-transferable licence to use JCB's Intellectual Property Rights which may be made available to Supplier by JCB in connection with the Contract only to the extent necessary and for the purpose of providing the Goods and/or Services to JCB and performing Supplier's other obligations under the Contract and for no other purpose whatsoever.

12.4 The provisions of this Clause 12 shall survive completion or termination of the Contract.

13. INDEMNITY AND INSURANCE

13.1 Supplier shall indemnify, in full and on demand, and hold JCB harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses, any handling, labour or administration charges and the cost of carrying out any remedial work) awarded against, or incurred or paid by, JCB as

a result of or in connection with: (a) any alleged or actual infringement, in the US or abroad, of any third party's Intellectual Property Rights or other rights arising out of the receipt, use or supply of the Goods and/or the deliverables of the Services, except to the extent that such infringement results exclusively from a design or written instruction given by JCB and Supplier having taken all reasonable precautions could not have known that following such instructions might result in the infringement of any third party's Intellectual Property Rights. Supplier shall, at JCB's request, defend or assist in defending, at Supplier's expense, any action against JCB or any person to whom the Goods have been supplied; (b) any liability, loss, damage, injury, cost or expense sustained by JCB which was caused by a breach or negligent performance or failure or delay in performance of the Contract by Supplier; or (c) any claim made against JCB in respect of any liability, loss, damage, injury, cost or expense sustained by JCB's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Goods and/or Services as a consequence of a breach or negligent performance or failure or delay in performance of the Contract by Supplier.

13.2 Supplier shall at all times insure and keep itself adequately insured with a reputable insurance company against all insurable liability under the Contract and, in particular, its liabilities under Clause 13.1 and Workers Compensation and Employers Liability insurance on all employees in at least the minimum limits required by law, Comprehensive Commercial General Liability insurance with coverage for Bodily Injury and Property Damage with combined single limits of \$1,000,000, and shall, on request, provide JCB with evidence as to the existence and sufficiency of such insurance.

13.3 Supplier shall provide all facilities, assistance and advice required by JCB or its insurers for the purposes of contesting or dealing with any action, claim or demand arising out of Supplier's performance or purported performance or failure to perform the Contract.

13.4 The provisions of this Clause 13 shall survive completion or termination of the Contract.

14. CUSTOMER SERVICE

14.1 Where in response to any claims under the terms of any warranty given by JCB for any of its products, JCB (either itself or through its authorised dealer network) makes good, repairs or replaces any Goods which are proved by the person making the claim to JCB's satisfaction to have been, at the time of their delivery by Supplier, defective in materials, workmanship or design (except solely to the extent that JCB is responsible for design) or otherwise not in conformity with the Order or these conditions then JCB shall be entitled at its option to credit or compensation for such making good, replacement, or repair from Supplier, without prejudice to any other rights of JCB, including, without limitation, the reimbursement of any labour or other costs incurred by JCB in undertaking such making good, repair or replacement.

14.2 Any Goods replaced under Clause 14.1 will be returned to Supplier upon its written request and at Suppliers expense (and where the Goods or the product containing the same have been consigned to a destination outside the United States mainland such request shall be accompanied by full payment in advance of the carriage and other charges) and if such request is not made within twenty eight (28) days of JCB's giving Supplier written notice of such warranty claim JCB may, at its discretion, destroy or otherwise dispose of the defective Goods without liability to Supplier.

14.3 Notwithstanding 14.1, in the event it is requested to JCB by Supplier for the return of any part, it shall be the sole responsibility of the Supplier for any cost and administrative efforts to transport the Goods from its location to Supplier's destination.

14.4 The provisions of this Clause 14 shall survive completion or termination of the Contract.

15. TERMINATION AT OPTION OF JCB

15.1 Performance of any Order may be terminated by JCB, at its option, in whole or in part, at any time by written notice to Supplier (notwithstanding the existence with respect to Supplier of any force majeure circumstances). In such event JCB's liability shall in no circumstances exceed the price of the Goods delivered and/or Services performed and accepted by JCB and not previously paid for or for work actually performed by the Supplier which was due performance pursuant to the Order. Supplier shall also, if so required by JCB in writing, complete all Goods partially manufactured at the date of such notice which are due for delivery within any lead-time previously agreed by JCB and JCB shall pay the price of all such Goods as it accepts. In no event shall JCB be liable for any loss of profits based on the Order or any portion thereof so cancelled or for any development or testing unless the same had been specifically agreed by JCB.

16. TERMINATION FOR DEFAULT OR INSOLVENCY OF SUPPLIER

16.1 JCB may, at its discretion, without prejudice to any other remedy available at law, in equity or under the Contract, suspend its performance of or (whether or not such performance has previously been suspended) terminate the Contract in whole or in part by written notice to Supplier at any time if Supplier: (a) fails to comply with any provision of the Contract or Delivery Schedule or of any other agreement with JCB or any other JCB group company or fails to make progress or otherwise repeatedly breaches so as in the reasonable opinion of JCB to endanger the performance of the Contract and in any of such cases such failure is irreparable or if remediable Supplier does not remedy the same to JCB's satisfaction within a period of ten (10) days after the date on which JCB has given Supplier written notice thereof or within such longer period as may be mutually agreed in a remedial plan; or (b) becomes insolvent, has a receiver, manager, administrative receiver, administrator or trustee in bankruptcy appointed in respect of any of its undertaking assets or income, is the subject of any bankruptcy order or filing or has any petition presented to any court or resolution passed for its winding up, whether compulsorily or voluntarily, or is dissolved, has any restraint or execution levied on any of its assets, enters into any composition or arrangement with its creditors or suffers any similar action in consequence of debt under the laws of any jurisdiction, or JCB bona fide believes that any of the foregoing events may occur.

16.2 Any action taken by JCB under this Clause 16 shall not void or in any way affect the other provisions of the Contract including, but not limited to, those for the resolution of disputes.

17. OBSOLETE PARTS

17.1 If the Goods constitute parts used by JCB to manufacture or assemble Company plant, machines, equipment or attachments then in the event that such a part is no longer required for production of JCB's original plant machines, equipment or attachments, Supplier shall ensure that it is able to continue supplying JCB, as required, with such part for at least ten (10) years following the date on which the relevant part is no longer supplied for production. This Clause shall not apply to Goods which are not used by JCB to manufacture or assemble JCB plant or equipment.

17.2 This Clause 17.1 shall survive completion or termination of the Contract.

18. FORCE MAJEURE

18.1 Neither party shall be responsible to the other by reason of failure to perform under an Order arising from causes beyond the control of the party concerned including fire, explosion, or acts or omissions of any authority or governmental agency provided that JCB shall be entitled to obtain elsewhere Goods and/or Services covered by the Order for so long as such circumstances prevail and to reduce to that extent without liability to Supplier its purchases under the Contract. The party affected shall promptly notify the other of the nature and extent of the cause affecting its ability to perform and shall use all reasonable efforts to mitigate the effects of the delay or failure in the performance of its obligations in any way that it is reasonably practicable.

19. MODIFICATIONS

19.1 Each party reserves the right, at any time, to request a change to the specifications applicable to the Goods, in the method of packing of the Goods or in the place or time for delivery of Goods and/or Services and/or in JCB's Requirements for Services, and the parties shall discuss the same in good faith. Any discussions which may take place will be without prejudice to the rights of the relevant parties. Supplier shall within a reasonable time supply to JCB details as to the adjustment to the purchase price given the requested change which Supplier shall provide in good faith with reference to the price for the Good and/or Service and also any reasonable demonstrable variations to such price which may be necessary due to the circumstances and nature of the change. If the change and price is acceptable to JCB, JCB shall issue an amendment to the Contract accordingly. The provisions of the Contract save for such change shall continue to apply as if the change had been embodied in the original Contract. In making any request for change in relation to Goods for production of JCB products, Supplier shall follow change notification procedures as set out in the SQAM. Supplier will not be granted any additional time or compensation for extra or additional Goods and/or Services or work related thereto unless authorised by a prior written change to Order from JCB.

20. COMPLIANCE WITH LAWS

General Compliance

20.1 In carrying out its business in connection with the Contract, Supplier shall, and shall ensure that all work, Goods (including packaging and transportation) and/or Services comply with all applicable laws, statutes, regulations, ordinances, rules, permits, licences, authorisations, codes of conduct and directions and requirements of any relevant governments or regulatory authorities from time to time in force.

Health, Safety & Environmental Compliance

20.2 Supplier shall ensure that all Goods: (a) are safe and without risk to health when properly used and Supplier shall supply to JCB and to JCB's dealers and customers (where appropriate) complete and accurate information to inform them of the safe and proper use of the Goods (including, where appropriate, safety data sheets); (b) comply with all applicable laws, statutes, regulations, ordinances, rules, permits, licences, authorisations, codes of conduct and directions and requirements of any relevant governments or regulatory authorities (including, where applicable to the Goods and there ultimate destination by JCB, the Registration Evaluation and Authorisation of Chemicals (REACH) regime, the Waste Electrical and Electronic Equipment (WEEE) regime, the Batteries Directive, the Restriction of Hazardous Substances in Electronic and Electrical Equipment (RoHS) regime, Classification Labelling and Packaging of Substances and Mixtures (CLP) regime, The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by The Superfund Amendments and Reauthorization Act, The Resource Conservation Recovery Act, as amended by The Hazardous and Solid Waste Amendments of 1985 or any replacement, substantially similar or equivalent legislation); and (c) Supplier acknowledges and agrees that JCB is relying upon Supplier to ensure that it meets these requirements in respect of the Goods.

Supplier Code of Conduct

20.3 Supplier shall comply with the JCB Supplier Code of Conduct and any other policies and procedures of JCB which are relevant to suppliers.

Anti-Corruption Compliance

20.4 Supplier shall not and shall ensure that its Associated Persons (as defined in the Bribery Act 2010) will not commit or be involved in committing a Prohibited Act in connection with the provisions of the Contract.

Modern Slavery & Labour Law Compliance

20.5 Supplier shall ensure that neither Supplier nor any of its officers, employees or other persons associated with it is engaged in slavery or human trafficking and shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

20.6 Supplier represents and warrants that neither Supplier nor any of its officers, employees or other persons associated with it: (a) has been convicted of any offence involving slavery and/or human trafficking; and (b) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and/or human trafficking.

20.7 Supplier shall comply with all laws and regulations regarding employment and discrimination.

Due Diligence

20.8 Supplier shall respond to any reasonable requests for information from JCB from time to time in relation to Supplier's activities pursuant to the Contract, including concerning matters referred to in this Clause 20 and disclosure of financial statements and records. Supplier warrants and represents that all such information provided shall be complete and accurate.

Rights of JCB

20.9 If JCB concludes, in its reasonable opinion that Supplier (including any Associated Persons, subcontractor or agent, in all cases whether or not acting with Supplier's knowledge) has breached any of Clauses 20.1 to 20.8 above, then JCB may immediately terminate the Contract on providing written notice to Supplier. Any notice of termination under this Clause 20.9 shall specify: (a) the nature of the breach; (b) the identity of the party whom JCB believes has committed the breach; and (c) the date on which the Contract will terminate.

20.10 Supplier shall indemnify, in full and on demand, and hold JCB harmless against any and all liabilities, claims, fines, costs, losses or damages (including attorneys' fees) arising from or related to any breach of this Clause 20 or the termination of the Contract pursuant to Clause 20.9.

21. ASSIGNMENT, SUB-CONTRACTING & THIRD-PARTY RIGHTS

21.1 JCB may assign the benefit of any of its rights under the Contract but Supplier shall not without the prior written consent of JCB assign the benefit of any of its rights or sub-contract any of its obligations under the Contract in whole or in part.

21.2 If JCB consents to any such assignment or sub-contract, Supplier shall nevertheless continue to be responsible to JCB for all Supplier's obligations under the Contract.

21.3 In the case of any sub-contract to which JCB has so consented Supplier shall include in its sub-contract terms and conditions consistent with those of the Contract (in particular those relating to compliance with quality standards) for benefit of and enforceable directly by JCB and furnish JCB on demand with details of any such sub-contract.

21.4 Supplier acknowledges and agrees that the Goods and/or the Services and the provisions of the Contract may be for the benefit of any JCB group company and therefore any such JCB group company shall have the right in its own capacity to enforce any term of the Contract to the extent that it relates to the Goods and/or Services being received by such JCB group company. Supplier acknowledges that JCB shall also have the right to bring a claim on its own behalf and on behalf of any other JCB group company where such JCB group company suffers loss and in these circumstances such losses shall be deemed to that of JCB. However, both JCB and any other JCB group company shall not be able to recover the same loss twice through duplicate causes of action.

21.5 Notwithstanding Section 2 (1) of the Contracts (Rights of Third Parties) Act 1999, the parties to the Contract may vary or terminate the Contract by agreement between them without requiring the consent of any third party on whom this Clause 21 confirms rights.

22. RELATIONSHIP OF THE PARTIES

22.1 Nothing shall be deemed to constitute JCB or Supplier an agent or partner of the other or authorise either of them to incur any commitment or liability on behalf of the other.

23. SEVERENCE & WAIVER

23.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

23.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to give effect to the commercial intention of the parties.

23.3 No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy. Any waiver must be given in writing and expressly stated to be a waiver. Such a waiver will only apply to the specific events to which it is stated to relate and not to any other events, whether past or future.

24. PUBLICITY

24.1 Neither the Contract nor any details thereof or JCB's name (or the name of any JCB group company) shall be used by Supplier for advertisement or publicity purposes without JCB's prior written consent.

25. NOTICES

25.1 Any notice given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business and shall be sent by registered post or delivery by hand and shall be deemed to have been properly served two (2) days after posting or on the date of hand delivery.

26. ARBITRATION

26.1 This Clause 26 (Arbitration) shall only apply to Suppliers as defined hereinafter Clause 27.1 and 27.2. In the event of any dispute arising under this Agreement, the parties will attempt in good faith to negotiate a mutually-agreeable resolution of such dispute. If such dispute is not amicably resolved, then all such disputes shall be settled by binding arbitration conducted in Atlanta, Georgia. All such arbitration proceedings shall be conducted pursuant to the "Rules and Regulations" of the American Arbitration Association (hereinafter "AAA Rules and Regulations"), including but not limited to its "Expedited Procedures" and "Optional Rules for Emergency Measures of Protection."

26.2 Any party initiating arbitration shall serve a written demand for arbitration on the other party and otherwise comply with the AAA Rules and Regulations to initiate a case. The demand shall set forth a statement of the nature of the dispute, the amount involved and the remedies sought. Either party may pursue the "Expedited Procedures" or the "Optional Rules for Emergency Measures of Protection" provided for by the AAA Rules and Regulations. The parties shall select an arbitrator in accordance with the AAA Rules and Regulations. The arbitrator shall have not less than twenty (20) years of experience practicing commercial law and be rated AV in Martindale Hubbell.

26.3 The arbitrator shall schedule the arbitration for a hearing to commence on a mutually convenient date. The hearing shall commence no later than one hundred eighty (180) calendar days after the request for arbitration is submitted, unless additional time is agreed to by the parties, and shall continue from day to day until completed. The arbitrator shall issue his award in writing no later than twenty (20) calendar days after the conclusion of the hearing. The arbitration award shall be final and binding regardless of whether any party fails or refuses to participate in the scheduled arbitration.

26.4 Any arbitration award shall include costs and reasonable attorneys' fees to the prevailing party.

26.5 The parties hereby authorize and empower the above-appointed arbitrator to hear and determine all disputes between the parties hereto concerning the subject matter of this Agreement. The arbitrator may enter an award containing any of the types of relief permitted under the AAA Rules and Regulations, including but not limited to preliminary injunctive relief (including but not limited to temporary restraining orders or preliminary injunctions); money damages; equitable relief (including but not limited to accounting, rescission and restitution); permanent injunctive relief (prohibitory or mandatory); and costs and attorney's fees. The arbitrator shall not have the power to amend this Agreement except as expressly provided herein. The parties hereby agree and consent to the entry of judgment in any court having jurisdiction, upon the award rendered by the above-appointed arbitrator in an arbitration proceeding initiated pursuant to this Agreement.

27. GOVERNING LAW

27.1 Governing law shall be applicable to Supplier according to the location of Supplier's headquarters. The applicable governing law for this Contract shall be governed as follows:

27.2 The parties agree Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) specific to Suppliers headquarters located in Canada, Mexico or the United States of America including its incorporated states; shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws rules.

27.3 The parties agree Contract and any dispute in claim rising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) specific to all other countries not listed in Clause 27.2 shall be governed and construed in accordance with English laws.

28. JURISDICTION

28.1 Unless agreed upon by both parties in writing by an Authorized Representative or Officer of its organization, the parties irrevocably agree the following jurisdiction in accordance to Clause 27.1 as follows:

28.2 Notwithstanding 27.1, both parties agree Canada, Mexico and the United States of America including its incorporated states agree that the Superior Courts of Chatham County, Georgia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter formation (including non-contractual disputes or claims).

28.3 Notwithstanding 27.1, both parties agree all other countries not listed in Clause 27.2 shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

29. LANGUAGE

29.1 In the event that these terms or any other terms related to this Contract is translated for any reason by either party, the English version will govern.

30. CONSTRUCTION

30.1 This Contract has been carefully read, the contents are known and understood, and it is freely accepted by Supplier. The Contract will not be construed against the party responsible for drafting any provision alleged to ambiguous or uncertain.

31. COUNTERPARTS

31.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures forwarded via fax shall be deemed fully effective.

32. GOVERNMENT SUPPLIES

32.1 Where Supplier pursues or is providing Goods and/or Services which are related to a JCB product which is ultimately destined for supplies to a government customer, Supplier will be required to accept its agreement to supplemental provisions which are a flow down from JCB's agreement with the government entity.

In consideration of Orders issued by JCB to Supplier, Supplier acknowledges and agrees to abide by the Conditions of Purchase contained herein.