

1. ACCEPTANCE-ENTIRE AGREEMENT. These terms and conditions of purchase apply to, and are incorporated by reference into, any purchase order submitted by Roller Bearing Company of America, Inc. or its affiliate or subsidiary ("**Buyer**") to a provider of goods or services ("**Seller**"). By accepting Buyer's purchase order or performing thereunder, Seller agrees to be bound by and to comply with all these terms and conditions, and all specifications and other information and documents referred to in Buyer's purchase order. Buyer's purchase order, these terms and conditions, any other documents referred to in Buyer's purchase order, and any other terms set forth in a writing executed by a duly authorized representative of each of Buyer and Seller (all such documents being collectively referred to as the "**Agreement**") will constitute the entire agreement between Buyer and Seller with respect to the purchase and sale of the goods or services set forth in Buyer's purchase order and no other terms or conditions will apply to Buyer's purchase of such goods or services from Seller. BUYER OBJECTS IN ADVANCE TO THE INCLUSION OF ANY ADDITIONAL, INCONSISTENT OR DIFFERENT TERMS PROPOSED BY SELLER IN THE ACCEPTANCE OR ACKNOWLEDGMENT OF BUYER'S PURCHASE ORDER OR IN A BILL OF LADING OR OTHER DOCUMENT. THE INCLUSION OF SUCH TERMS BY SELLER WILL BE OF NO FORCE OR EFFECT, AND SUCH TERMS WILL NOT BE CONDITIONS OR ADDITIONAL TERMS TO THE AGREEMENT, AND BUYER'S ACCEPTANCE OF SELLER'S GOODS OR SERVICES WILL NOT BE DEEMED AN ACCEPTANCE OF SUCH TERMS. In the event of any conflict between the terms of Buyer's purchase order and these terms and conditions, the purchase order will control. No course of prior dealings between the parties and no usage of the trade will be relevant to determine the meaning of the Agreement.

2. PRICE. The prices for the goods or services purchased by Buyer pursuant to the Agreement will be Seller's prices specified on the face of Buyer's purchase order. Seller warrants that the prices for the goods or services sold to Buyer are not less favorable than those currently extended by Seller to any other customers for the same or similar goods or services in equal or lesser quantities. In the event Seller reduces its price for such goods or services during the term of the Agreement, Seller agrees to reduce Buyer's prices correspondingly. No extra charges of any kind, including interest charges, service charges or carrying charges, will be allowed unless specifically agreed to in writing by Buyer.

3. TAXES AND OTHER CHARGES. The price for the goods or services include, unless otherwise agreed and specifically listed on Buyer's purchase order, all packing, inspection, insurance and shipping costs and all federal, state and local excise, sales, value-added, transfer or other taxes assessable against the production, sale or shipment of any goods or services covered by the Agreement.

4. DELIVERY AND DEFAULT. Time is of the essence in the performance of the Agreement. Unless provided otherwise in Buyer's purchase order, all goods are to be shipped DDP, Incoterms 2010 (or its successor), and must be shipped at the most advantageous rates; any extra expense in effecting delivery of goods not so shipped will be borne by Seller. Delivery will not be deemed to be complete until goods or services have actually been accepted by Buyer. Delivery of goods or services must be made within the time specified in Buyer's purchase order. In the event Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of Buyer's purchase order, Seller shall promptly notify Buyer in writing. If Seller does not comply with Buyer's delivery schedule, Buyer may require delivery by fastest way and charges resulting from the premium transportation shall be fully prepaid and absorbed by Seller. Buyer may by written notice of default to Seller terminate the whole or any part of Buyer's purchase order if (i) Seller fails to perform within the specified time (including any extension thereof agreed to in writing by Buyer), or (ii) Seller fails to perform any of the provisions of the Agreement. In the event of termination pursuant to this section, Buyer will have the right, in addition to any other rights and remedies conferred by law or under the Agreement, to procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those terminated, and Seller will be liable to Buyer for any excess costs for such similar goods or services. Unless otherwise agreed in writing, Seller shall not make material commitments or production

arrangements in excess of the amount or in advance of the time necessary to meet the delivery schedule. It is Seller's responsibility to comply with the schedule set forth in Buyer's purchase order, but not to anticipate Buyer's requirements not contained in the purchase order.

5. NO EARLY DELIVERY. Goods may not be shipped and services may not be provided to Buyer in advance of Buyer's delivery schedule without Buyer's prior written approval. Any unapproved early shipments may be returned to Seller at Seller's expense, shipping charges collect.

6. IDENTIFICATION. Each shipment must be positively identified by suitable marking on the outside of each package, including notice of hazardous substances in accordance with industry standards, and will comply with applicable laws, including all provisions of Title 49 of the Code of Federal Regulations and carrier requirements. An itemized list of contents must be contained in each shipment bearing the purchase order number. No charge will be allowed by Buyer for cartage or packing unless agreed upon beforehand in writing. All expenses incurred by Seller's failure to furnish necessary shipping documents will be charged to Seller and may delay payment of invoices.

7. QUALITY AND INSPECTION. Notwithstanding payment, passage of title, or prior inspection or test, all goods or services delivered will at all times be subject to Buyer's final inspection and testing at its facility, but neither Buyer's inspection or testing nor failure to inspect or test will (i) relieve Seller from full responsibility for furnishing goods and services conforming to the requirements of Buyer's purchase order, or (ii) prejudice any claim, right or privilege Buyer may have because of defective or unsatisfactory goods or services. Buyer reserves the right to reject and return at the risk and expense of Seller such portion of any shipment that may be defective or fails to comply with specifications without invalidating the remainder of the order. Any goods or services rejected or otherwise not meeting the specified standards may be held for disposition at the expense and risk of Seller or, at Buyer's sole discretion, be returned for credit or promptly replaced or reperfomed by Seller at Seller's sole expense. At all reasonable times during the period of Seller's performance hereunder, including the period of manufacture, Buyer and its customers may inspect and/or test the items to be furnished hereunder at the plants where the work is being performed, including those of Seller's suppliers, and Seller shall provide, without additional charge, reasonable facilities and assistance for safe and convenient inspection and test. Seller shall provide and maintain an inspection and process control system acceptable to Buyer covering the goods and services provided to Buyer. Records of all inspection services by Seller shall be kept complete and available to Buyer during the performance of Buyer's purchase order and for such longer periods as may be specified in the Agreement or as otherwise required by applicable law.

8. SUSPENSION OF WORK/CANCELLATION. Buyer will have the right to direct Seller by written notice (or verbal notice confirmed in writing) to suspend all or any part of the work being done pursuant to Buyer's purchase order for a period of time not to exceed 90 days. If the work is suspended pursuant to this section, an equitable adjustment will be made for any increase in the time and the cost (exclusive of profit) of Seller's performance caused by such suspension, and Buyer's purchase order will be modified accordingly by written change order signed by both parties. No claim will be allowed under this section unless the claim, in a stated amount, is asserted in writing within 15 days after the termination of the suspension. When the suspension has been terminated, Seller shall immediately commence performance, notwithstanding the fact that the amount of the adjustment in price, if any, of Buyer's purchase order has not been agreed to. Buyer may cancel its purchase order at any time for its convenience, in whole or in part, by giving written notice to Seller. Upon receipt of such cancellation notice, Seller shall immediately act so that no further costs are incurred, and shall thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect material and equipment at the work site or in transit thereto. All cancellation claims must be submitted by Seller in writing to Buyer's purchasing department within 15 days of the order cancellation date. Buyer's sole obligation for cancellation under this section will be to (i) pay Seller for those goods called for by Buyer's purchase order that have been finished up to the date of cancellation and are not standard goods of Seller, provided that such goods

are timely shipped to Buyer and accepted, and (ii) reimburse Seller for costs incurred by Seller for goods called for by Buyer's purchase order that have not been finished up to the date of cancellation and are not standard goods of Seller. In no event will Buyer be responsible for loss of anticipated profit nor will reimbursement exceed the order value.

9. CHANGES. Buyer will have the right to make changes to its purchase order, including quantities, specifications and/or delivery schedules, by delivery of a change order to Seller, but no additional charges will be allowed unless authorized in writing by Buyer. If such change order affects delivery or the amount to be paid by Buyer, within 10 days after its receipt of the change order Seller shall notify Buyer of Seller's proposal for adjustments to price or schedule (along with sufficient supporting data to justify such adjustments) for Buyer's consideration and discussion with Seller; Seller's failure to provide such notice on a timely basis will constitute Seller's agreement to the change order. If the parties are unable to agree to any adjustments, Buyer may either rescind the change order or terminate the purchase order. Any agreement to adjust price or time for delivery will not be binding on Buyer unless evidenced by a change order signed by Buyer and Seller.

10. CONFIDENTIAL INFORMATION. Seller agrees not to make use of or disclose to third parties any data, designs, drawings, specifications and other information furnished to it by Buyer, except for Seller's use thereof in fulfilling Buyer's purchase order. Upon completion, cancellation or termination of the Agreement Seller shall return to Buyer or destroy all such data, designs, drawings, specifications and other information, including copies made by Seller, provided that Buyer may retain information pursuant to its computer system back-up policy so long as such information is secured and not used. The Agreement is confidential between Buyer and Seller, and none of the details connected with the Agreement may be published or disclosed to any third party without Buyer's written permission. Any knowledge or information that Seller has disclosed or may disclose in the future to Buyer that relates to the goods or services covered by Buyer's purchase order will not, unless otherwise specifically agreed to in writing by Buyer, be deemed to be confidential or proprietary information of Seller and will be acquired by Buyer, free from any restrictions (other than a claim for patent infringement), as part of the consideration for the Agreement.

11. PAYMENT. Payment terms will be net 90 days from the later of (i) the date of Buyer's receipt of complete and accurate documentation, including invoices with bills of lading, any required certifications, express receipts and bills for prepaid transportation charges attached, or (ii) the date of Buyer's receipt of the goods or services, provided that all payments are contingent upon Buyer's acceptance of such goods or services. All invoices from U.S. manufacturers must bear the following certification in order to be passed for payment: "We hereby certify that these goods were produced in compliance with the Fair Labor Standards Act of 1938 as amended, and regulations and orders issued by the United States Department of Labor thereunder."

12. ASSIGNMENT. The Agreement may not be assigned, subcontracted or transferred, in whole or in part, by Seller without prior written consent of Buyer, which can be withheld at Buyer's discretion.

13. INTELLECTUAL PROPERTY. Seller warrants that goods sold and services performed under the Agreement do not and will not infringe any valid patent, copyright, trademark, trade secret or any other intellectual property interest owned or controlled by any other person. In the event that the buying, selling or use of such goods or services is enjoined because they infringe the intellectual property interest of a third person, Seller shall at its own expense and at its option either (i) procure for Buyer and its customers the right to continue buying, selling and using such goods or services, (ii) replace them with a non-infringing equivalent, or (iii) remove such goods or services from commerce and refund to Buyer the purchase price and the related transportation and handling costs thereof. This section will not apply to the extent that the infringement relates to intellectual property supplied to Seller by Buyer. This section will survive termination, cancellation or expiration of the Agreement.

14. INDEMNITY. Seller shall (i) indemnify, defend and hold harmless Buyer, its officers, employees, agents, representatives, successors, assigns, and any of Buyer's customers buying or using the goods or services, from and against any and all losses, liabilities, damages, penalties, injuries, claims, demands, actions, suits, costs and expenses (including reasonable attorney and other professional fees and disbursements) of whatsoever kind and nature to the extent caused by or arising from (a) any misrepresentation by Seller or any breach or default by

Seller in the performance of its obligations under the Agreement, (b) any act or omission on the part of Seller, (c) any defects in goods sold or services provided to Buyer pursuant to the Agreement, (d) any actual or alleged infringement of patent, copyright, trademark, trade secret or any other intellectual property interest owned or controlled by any other person by reason of buying, selling or using the goods or services supplied under the Agreement (except to the extent that the actual or alleged infringement relates to intellectual property supplied to Seller by Buyer), or (e) any claim made by Seller's employees against Buyer, and (ii) assume the defense of any and all such actions or suits and pay all costs and expenses incidental thereto. This indemnity will survive termination, cancellation or expiration of the Agreement.

15. COMPLIANCE WITH LAW. Seller warrants that, in the performance of the Agreement, Seller and all goods and services provided will comply with all federal, foreign, state and local laws, ordinances, codes, regulations, and orders that apply to the goods or services provided, including the Occupational Safety and Health Act of 1970 (OSHA), the Toxic Substance Control Act (TOSCA), the Equal Employment Opportunity Act (EEOC), the Fair Labor Standards Act of 1938 (FLSA) and all FAA or applicable foreign aviation regulations, orders and other requirements directly or indirectly applicable to Seller. Additionally, Seller shall supply Buyer with such information as may be necessary to permit Buyer to comply with the Federal Hazard Communication Standard set forth in 29 CFR 1920.1200. Seller shall supply such data (MSDS) to Buyer and its receiving facility at the time of making the first delivery pursuant to the Agreement, and shall revise or amend such data as necessary from time to time. Failure of Seller to supply such data will be conclusively presumed to mean that such data is not required for the goods provided. Further, Seller warrants that the goods provided by it will be in compliance with the Consumer Product Safety Act (CPSA) and the National Highway Safety Act (NHTSA), and the regulations issued pursuant thereto. **If applicable, Seller shall abide by the requirements of 41 CFR 60-1.4(a) (as amended by E.O. 13665 regarding pay transparency), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

16. CONTINGENCIES. In the event that Seller's performance under the Agreement is delayed by any war (declared or undeclared), act of terrorism, fire, flood, severe weather, strike, labor trouble, riot, act of governmental authority, epidemic, quarantine, act of God or other similar contingency beyond the reasonable control of Seller, Seller shall immediately notify Buyer of such contingency and take all steps necessary to end Seller's delay, including procurement of materials from alternate sources and acceleration of activities to meet Buyer's schedule, provided that during the delay Buyer, in its sole discretion, may terminate the Agreement for its own convenience without liability to Seller. In the event that any of the above contingencies outside the reasonable control of Buyer substantially and negatively affects Buyer (including rendering Buyer unable to perform under the Agreement) or causes the Agreement to no longer have substantial economic value to Buyer, during the period of such contingency Buyer, in its sole discretion, may terminate the Agreement for its own convenience without liability to Seller.

17. WARRANTIES. Seller warrants that all goods and services provided pursuant to the Agreement will (i) be free of any claim of any nature by any third person and that Seller will convey clear unencumbered title thereto to Buyer, (ii) be of the best quality of their respective kinds and free from all defects in design, material and workmanship (except to the extent Buyer provides such design or material), (iii) conform strictly to the specifications, drawings, samples or other requirements (including performance specifications) specified or furnished, and (iv) be merchantable and fit for Buyer's intended purposes. This warranty will run to Buyer, its successors, assigns, customers, and other users of the goods or services. In the event of any breach of this warranty, Seller shall take all necessary action, at Seller's sole cost and expense, to correct such breach in the most expeditious manner possible. All costs incurred in the expedient correction of breach (including premium time, de-installation, installation, re-commissioning and freight if required by Buyer's operating needs) shall be borne by Seller. In the event of failure by Seller to correct defects in or

replace nonconforming goods or services expeditiously, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the full cost incurred by Buyer thereby.

18. GOVERNMENT CONTRACTS. If Buyer's purchase order involves, or if Seller is otherwise informed, that it is placed, directly or indirectly, under or in connection with a contract of the United States Government or any state or other governmental authority, or involves a Buyer product for which approval or authorization is required, then certain flow-down requirements will be applicable to Seller as instructed by Buyer, which will constitute part of the Agreement. Seller shall comply with all such flow-down provisions, including Defense Federal Acquisition Requirements (DFAR) and Federal Acquisition Requirements (FAR). Seller shall, upon request, furnish Buyer with a certificate or certificates in such form as Buyer may require certifying that Seller is in compliance with all such terms and conditions as well as any applicable law or regulation. Upon request, Buyer shall make available to Seller copies of all pertinent terms and conditions required by any such government contract or product approvals or authorizations.

19. BUYER'S PROPERTY. Unless otherwise agreed in writing by Buyer, all drawings, sketches, blueprints, specifications, designs, models, tools, molds, jigs, dies, patterns and other material and information furnished or paid for by Buyer pursuant to the Agreement and any materials affixed or attached thereto will be and remain the property of Buyer and shall be delivered to Buyer or otherwise disposed of in accordance with Buyer's instructions. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as property of Buyer and shall be safely stored separately from the property of Seller and its other customers. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Seller assumes all risk and liability for loss of or damage to Buyer's property in its custody or control, except for normal wear and tear, and shall insure such property at its own expense for an amount at least equal to the replacement cost thereof, with loss payable to Buyer, and such property will be subject to removal at Buyer's written request in which event Seller shall prepare such property for shipment and shall redeliver it to Buyer in the same condition as originally received by Seller reasonable wear and tear excepted, at Seller's expense. Such property while in Seller's custody or control shall be held free of any liens at Seller's expense.

20. SURVIVAL. The obligations of the parties under the Agreement that by their nature would continue beyond the termination, cancellation or expiration of the Agreement, including those in Sections 7,10, 11, 13, 14, 15, 17,19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 33, 34 and 35 of these terms and conditions will survive such termination, cancellation or expiration.

21. TITLE AND RISK OF LOSS. Seller assumes the following risks: (i) all risks of loss or damage to all goods, work in process, materials and other things until the delivery thereof to Buyer; (ii) all risks of loss or damage to third persons and their property until the delivery of all goods to Buyer; (iii) all risks of loss or damage to any property received by Seller from or held by Seller or its suppliers for the account of Buyer, until such property has been delivered to Buyer or its customers as the case may be; and (iv) all risk of loss or damage to any of the goods or part thereof rejected by Buyer, from the time of shipment thereof to Seller until redelivery thereof to Buyer. Title to goods and services purchased by Buyer hereunder will pass to Buyer simultaneously when risk of loss to such goods and services passes to Buyer in accordance with the terms of the Agreement.

22. GOVERNING LAW. The Agreement and all questions and disputes concerning it will be governed by, and construed in accordance with, the laws of the State of Connecticut (without regard to the laws that might be applicable under principles of conflicts of law, and without regard to the jurisdiction in which any action or proceedings may be instituted) as to all matters, including matters of jurisdiction, validity, construction, effect and performance. The United Nations Convention on Contracts for the International Sale of Goods (1980) will specifically not apply to the Agreement.

23. WAIVER. A holding that any term or condition of the Agreement is void or unenforceable will not render void or unenforceable any other terms or conditions. No waiver of any term or condition of the Agreement will be effective unless the waiver is in writing signed by an authorized representative of the party to be charged. The failure of either party to enforce at any time or for any period of time any of the provisions of the Agreement will not be construed to be a waiver of such provisions nor the

right of such party thereafter to enforce each and every such provision. The rights and remedies provided in the Agreement will not be exclusive and are in addition to any other rights and remedies provided by law.

24. SETOFF. Buyer will have the right at any time to set off any amount owed by Seller, or its parent or subsidiaries, to Buyer, or to Buyer's parent or subsidiaries, against any amount due and owed to Seller under the Agreement.

25. SERVICES ON BUYER'S PREMISES. If Seller's performance involves operations by Seller on the premises of Buyer or Buyer's customer, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such operations. Seller shall maintain such public liability, property damage and employer's liability and compensation insurance as will protect Buyer and its customer from such risks and from any claims under applicable worker's compensation and occupational disease acts. Seller agrees, on behalf of its employees, agents and representatives, to submit to any security requirements of Buyer or Buyer's customer and to comply with all rules and regulations established by Buyer or its customer while on the premises of Buyer or Buyer's customer.

26. LIMITATION ON BUYER'S LIABILITY. In no event will Buyer be liable to Seller for any indirect, incidental, consequential or punitive damages, or for loss of profits, revenue, or data, whether in an action in contract, tort, strict liability, or otherwise, even if advised of the possibility of those damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from the Agreement or from the performance or breach thereof will in no case exceed the price allocable to the goods or services or unit thereof that give rise to the claim. Buyer will not be liable for penalties of any kind. Any action resulting from any breach on the part of Buyer must be commenced within one (1) year after the cause of action has accrued and all rights of Seller to commence any court action or proceeding with respect to the Agreement will terminate one (1) year after the cause of action has accrued.

27. FOREIGN PURCHASES. If Buyer's purchase order indicates Buyer is, or if Buyer acts as, Importer of Record, Seller warrants that all sales made to Buyer are or will be made at not less than fair value under applicable anti-dumping or countervailing duty laws. If Buyer's purchase order indicates Seller is, or if Seller acts as Importer of Record, (i) Buyer will not be a party to the importation of the goods, (ii) the transaction(s) represented by Buyer's purchase order will be consummated subsequent to importation, and (iii) Seller will neither cause nor permit Buyer's name to be shown as Importer of Record on any customs declaration. Buyer will be entitled to all customs duty and import drawback rights, including those provided under United States law, and upon request and where applicable, Seller shall provide Buyer with requested and appropriate documentation, including U.S. Customs Form 7543 entitled "Certificate of Delivery" properly executed to transfer such rights to Buyer.

28. DISPUTE RESOLUTION. The parties agree that before, and as a condition precedent to, the initiation of any legal action or proceeding, all claims, controversies, and disputes ("Disputes") arising out of or in relation to the performance, interpretation, application or enforcement of the Agreement, including any breach thereof, the following process must be completed: (i) in the event of a Dispute, the parties' respective project representatives familiar with the issue shall schedule a meeting (by telephone or in person) to discuss the Dispute and to attempt in good faith to resolve it; (ii) if the Dispute is not resolved within 15 days, then as promptly as practicable an executive officer of Buyer and an executive officer of Seller shall meet (by telephone or in person) to discuss and attempt in good faith to resolve the Dispute; (iii) if after such discussions, either of the parties conclude that no resolution of the Dispute is possible, then the parties can pursue any available legal or equitable remedy or proceeding.

29. JURISDICTION. Each of the parties agrees that all proceedings arising out of or based upon the Agreement shall be brought and maintained exclusively in the state or federal courts located in the State of Connecticut and each of the parties irrevocably submits to the jurisdiction of the state and federal courts located in the State of Connecticut for the purpose of any such proceeding. The provisions of this section will not restrict the ability of any party to enforce in any court any judgment obtained in the state or federal courts located in the State of Connecticut.

30. PRODUCT SUPPORT. Items of the type set forth in Buyer's purchase order, including the sub-assemblies and spare parts, shall be

made available by Seller to Buyer and its customers during the operational life of the items purchased or for 10 years after the date of final shipment under the Agreement, whichever is later. Further, during such period, Seller shall continue to provide technical support and service at the same level as presently provided. In the event Seller discontinues manufacture of such items, sub-assemblies or spare parts and does not provide any of them in a timely manner for Buyer's requirements, Seller shall make available to Buyer all drawings, specifications, data and know-how that will enable and facilitate Buyer, its suppliers or its customers to manufacture or procure and use and sell such items, sub-assemblies and spare parts under a royalty-free license, which is hereby granted.

31. CERTIFICATION OF ORIGIN. For all goods covered by Buyer's purchase order, Seller shall provide to Buyer an up-to-date certificate of origin, including such pursuant to the provisions of the North American Free Trade Agreement (or the successor thereto) or as otherwise required by Buyer.

32. SUPPLIER CODE OF CONDUCT. Seller shall comply with Buyer's Supplier Code of Conduct, set forth at http://www.rbcbearings.com/legal/PDF/RBC_Supplier_Code_of_Conduct_-11-5-19.pdf and incorporated into these terms and conditions by reference.

33. SELLER AS AN INDEPENDENT CONTRACTOR. Seller is acting as an independent contractor and nothing in the Agreement will be deemed to create a partnership, joint venture or similar relationship between the parties. Neither party may bind, nor represent itself as having the authority to bind, the other party. Seller shall be responsible for all compensation and benefits payable to its employees and contractors, and all tax obligations with respect thereto. Buyer will not be deemed to be a co-employer of Seller's employees.

34. CONSTRUCTION. The section headings contained in these terms and conditions are for convenience only and will not constitute a part of these terms and conditions for any other purpose and will not limit or affect any of the provisions hereof. The word "including" is deemed to be "including without limitation." The word "person" includes human beings, legal entities, governmental agencies and authorities, and any other form of existence having legal status. Notice provided by email will constitute "written" notice. Neither Buyer nor Seller will be deemed the drafter of the Agreement and its terms will be construed in accordance with their fair meaning and not strictly for or against either party.

35. MAINTENANCE, REPAIR, AND OVERHAUL (MRO) PROVISIONS. If the goods or services provided by Seller are made to Buyer's Maintenance, Repair and Overhaul (MRO) facility, then during the performance of the Agreement, and at no additional cost to Buyer, Seller's quality control or inspection system and manufacturing processes will be subject to review, verification, and analysis by Buyer, governmental regulatory agencies (e.g., the Federal Aviation Administration (FAA) the European Union Aviation Safety Agency (EASA)), or as otherwise required by applicable law. Seller will furnish to Buyer, as reasonably necessary, all that is required to successfully perform the inspections including information regarding subcontractors and suppliers. In the event Buyer, its customers, or any government regulatory agency is required to perform an inspection on Seller's premises, Seller shall provide reasonable facilities and assistance for the safe and convenient performance of the inspection. Seller shall keep and maintain such books, records and other documents as are necessary to demonstrate its compliance with all regulatory requirements applicable to Seller. Seller grants Buyer or its authorized representative the right to examine those books, records, documents and other supporting data that will permit adequate evaluation of Seller's compliance with the regulations and requirements of the FAA, the EASA or other relevant aviation regulatory agencies. In the event that Seller utilizes subcontractors to perform the Agreement, these requirements must be flowed down to such subcontractors and work performance by FAA subcontractors must be verified by an FAA 8130-3 form, when applicable.