

### Acceptance of Contract Terms

By purchasing products from JM Performance Products, Inc. (JMPP), you agree that you have read, understand, and agree to be bound by all of the provisions set forth herein and below (collectively, the "Terms and Conditions"), all of which constitute an agreement between you and JMPP. The unenforceability of any one of the Terms and Conditions shall not affect the enforceability of any of the other Terms and Conditions. The Terms and Conditions on any quotation, order acknowledgment, invoice, or other form that you receive from JMPP shall be further subject to these Terms and Conditions to the extent no conflict exists. These Terms and Conditions constitute the exclusive agreement between you and JMPP, except as otherwise agreed in writing and signed by both you and JMPP. Our failure to assert a right or insist upon compliance with any term or condition shall not constitute a waiver of that right or excuse any subsequent noncompliance. JMPP reserves the right to change its Terms and Conditions for subsequent orders.

### Limitation of Liability

Under no circumstances shall JMPP be liable in contract, warranty, tort, or otherwise for any special, exemplary, incidental, or consequential damages that result from your purchase of any products from JMPP, any use of, or the inability to use any products from JMPP. **In no event shall our liability exceed the purchase price of the products that you purchase from JMPP.** It is the user's responsibility to inspect all products to determine if they are per specification that is required by you, the end user.

### Limitation of Functional Lifespan

It is understood by you, the end user, that cutting tools, retention knobs, toolholders, collets, and inspection equipment have limited functional lifespans. It is your responsibility as the user to determine the products' proper functional lifespan and to put out of service, rebuild, or dispose of properly. In no way shall JMPP be liable for damage to property, equipment, injury, or death to any person for products used past their functional lifespan. In no way shall JMPP be liable for machinery down time, property damage, product damage, inventory damage, or any other charges incurred by you, the user, for products used past their functional lifespan.

### Retention Knobs

Retention Knobs (also called pull studs) are stressed components used to clamp or retain the toolholder to the CNC machine spindle. It is the user's responsibility to confirm that the retention knob (pull stud) purchased from JMPP is the correct shape, size, and specification that is recommended by the machine builder. JMPP has no way of knowing your particular machine's spindle options, tool changer layout, and drawbar pressure. In no way shall JMPP be liable for any costs, damages, machine down time, injury, or death resulting from a retention knob breaking or improperly holding a toolholder in the machine spindle.

JMPP may recommend to you a retention knob part number if you are unsure of which to purchase. Our database of machine makes or models and their corresponding retention knobs are derived from customer feedback, details from machine and tool dealers, websites, technical publications, and other sources. Even if a retention knob is recommended by JMPP, it is still your responsibility as the user to confirm that the retention knob purchased from JMPP is the correct shape, size, and specification recommended by the machine builder. In no way shall JMPP be liable for any costs, damages, machine down time, injury, or death resulting from a retention knob breaking or improperly holding a toolholder in the machine as a result of any JMPP part recommendation.

Most machine builders and retention knob manufacturers recommend that retention knobs be replaced every year. Using a retention knob past its functional lifespan may result in catastrophic failure and tool- holder ejection. It is always the user's responsibility to have a maintenance schedule in place to inspect retention knobs for tightness, wear, and cracking. In no way shall JMPP be liable for any costs, damages, machine down-time, injury, or death resulting from a retention knob breaking or improperly holding a toolholder in the machine spindle.

### Jurisdiction and Choice of Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and performed in Ohio, without giving effect to conflict of law principles, and applicable federal law. Any personal information submitted will be subject to these laws, and not those of any other jurisdiction. You irrevocably consent to the exclusive jurisdiction and venue of the courts of Lake County, Ohio in connection with any action arising out of or related to these Terms and Conditions. Notwithstanding the foregoing, proceedings to enforce the result of any such adjudication may be brought in any applicable forum.

### General Warranty

JMPP warrants its products to be free from defects in materials and workmanship for a period of one year from the date of original purchase. JMPP agrees, at our discretion, to repair or replace tooling supplied by JMPP which proves to be defective in materials or workmanship. This warranty is limited to defects that arise under proper normal usage, and does not cover any malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, or repairs by other manufacturers. Failure to follow any JMPP instructions, directions, or technical advice is cause for immediate termination of any warranties expressed or implied herein.

### Returns and Refunds

A Return Authorization is required prior to the return of any items to JMPP.

To request a Return Authorization, please contact JMPP customer service at (440) 357-1234, (800) 322-7750, or email: [sales@jmppinc.com](mailto:sales@jmppinc.com). Have your order number or account information available. All returns are accepted within 30 days of delivery with an approved Return Authorization. All returns past 30 days will be at the discretion of JMPP and will be subject to a 25% restocking fee. All returns without a replacement order will be subject to a 25% restocking fee. Returned items must be new, in original packaging, and show no signs of wear, damage, abuse, or alteration. Failure to meet these conditions may cause your request for return credit to be denied.

Order discrepancies must be reported within two business days after receipt of order.

### Delivery

Delivery dates set forth herein are approximate. JMPP shall not be liable for any delay in or failure of delivery due to causes beyond its reasonable control, including without limitation, acts of God or public authority, acts of the buyer, fires, labor disturbances, floods, extreme weather conditions, accidents, war, insurrection or riot, civil or military authority, compliance with priority of allocation orders or preference ratings issued by public authority, freight embargoes, failures of and delays by carriers, and/or shortages of material or manufacturing facilities.

### Cancellations

Orders cannot be cancelled, modified, or releases detained after the material and order is in process, or after an order has already shipped, except with JMPP's consent and subject to conditions then to be agreed upon, which shall include protection of JMPP against all losses.

### Website Accuracy

We try to be accurate while listing our items on our website; however, from time to time, our product listing may contain typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. JMPP reserves the right to correct any errors, inaccuracies, or omissions and to change or update product information without prior notice (including after you have submitted your order).