

FIRTH RIXSON GROUP

TERMS AND CONDITIONS OF PURCHASE FOR U.S. BUSINESSES

1. DEFINITIONS. The following terms shall have the respective meaning set forth below:

“Buyer” means any one of the following businesses: Forged Metals, Inc., JFB Firth Rixson, Inc., Schlosser Forge Company, Firth Rixson, Inc. (also trading as “Firth Rixson Monroe”), Viking Metallurgical Corp. (also trading as “Firth Rixson Viking”), and Firth Rixson Forgings LLC.

“Contract” means the contract for the sale of Goods or Services to Buyer which is formed upon Buyer’s submission of a written Order accepting the Seller’s quotation.

“Goods” includes all items covered by the Contract, including, but not limited to, raw materials, finished or semi-finished materials, processed materials, fabricated products, articles, machinery, parts, spares, and commodities (including any such items supplied in connection with Services).

“Incoterms” means the International Chamber of Commerce rules for the interpretation of trade terms known as Incoterms 2010 as amended from time to time.

“Intellectual Property” means patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights and design rights, rights affording equivalent protection to copyright database rights and design rights, semiconductor topography rights, trade marks, service marks, logos, domain names, business name, trade names, moral rights and all registrations or applications to register any of the aforesaid items in any country as jurisdiction, rights in the nature of unfair competition rights and rights to use for passing-off relating to the Goods and/or Services.

“Order” means the written purchase order placed by Buyer for Goods or Services.

“Pre-Alert documents” means a copy of either the air waybill or the marine bill of lading, a copy of the commercial or shipping invoice and a copy of the packing list.

“Seller” means the person, firm or company to whom the Order is issued.

“Services” includes all services to be performed by Seller for Buyer pursuant to a Contract.

References in these conditions to any statutory provision includes a reference to that statutory provision as supplemented and/or amended from time to time, and any regulations made under such statutory provision.

2. GENERAL. Each Contract relating to Buyer’s purchase of Goods or Services shall be governed by the terms and conditions contained herein (“Terms”), which will be incorporated into each Contract. Buyer will not recognize or be subject to any terms or conditions of Seller which add to or modify these Terms, or which are contrary to or vary from these Terms, unless an authorized officer of Buyer has expressly agreed to such terms in writing. No course of prior dealings or usage of trade shall be relevant to determine the meaning of a Contract or these Terms, even if the accepting or acquiescing party has knowledge of the performance and an opportunity for objection. These Terms shall also apply where the Buyer

unconditionally accepts the Seller's delivery of Goods or Services, even if Buyer is aware of conditions of the Seller which are contrary to or vary from these Terms.

3. ACKNOWLEDGEMENT AND PRICE.

- 3.1 Unless an acknowledgement is received by the Buyer within fourteen (14) days of the date of Buyer's issuance of an Order, Buyer reserves the right to declare the Order invalid.
- 3.2 The quality and quantities of the Goods and Services to be supplied by the Seller must correspond exactly to the Buyer's Order. If the quality or quantity of the Goods or Services is different from Buyer's Order, the Seller must expressly notify the Buyer to such fact in writing in Seller's acknowledgement. A Buyer will only be subject to terms different from those contained in the Buyer's Order if the Buyer has expressly agreed in writing to the different terms.
- 3.3 Unless the Contract expressly includes a provision setting forth price variation and the basis of such variation, the price or rate for the Goods and Services to be supplied or provided by the Seller is fixed and not subject to variation.
- 3.4 If Seller fails to provide any of the following details, Buyer shall be entitled to reject Seller's invoice, any resulting delay in payment shall be Seller's responsibility, and no prompt payment discount shall be forfeited:
 - 3.4.1 on the day of dispatch for each shipment of Goods, a separate advice note and invoice for each delivery;
 - 3.4.2 clearly and accurately marking Buyer's Order number on the consignment package, packing notes, invoices, monthly statements and all other correspondence relating thereto; or
 - 3.4.3 accurately stating the invoice amount.
- 3.5 Unless otherwise agreed in writing, undisputed amounts due will be paid at the end of the second calendar month following the month of Buyer's receipt of the Goods or Services from Seller, so long as Buyer receives a hardcopy of the invoice prior to the fifth day of the month following Buyer's receipt of such Goods or Services. All payments will be made without prejudice to the Buyer's rights should the Goods or any Services prove unsatisfactory or not in accordance with the Contract. Buyer will not pay any invoices issued more than six (6) months after the provision of the Services that are the subject of such invoice.
- 3.6 Seller's price includes all sovereign, state and local sales, use, excise, value added, privilege, payroll, occupational and any other taxes, fees, or dimes applicable to the goods or services. If any value-added or similar tax is applicable, Seller will ensure such tax is invoiced in accordance with applicable law so as to allow the Buyer to reclaim such value-added or similar tax from the appropriate government authority. Neither party is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. If the Buyer is required by applicable law to withhold taxes for which the Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide Seller a valid tax receipt in Seller's name. If Seller is exempt from such withholding taxes as a result of a tax treaty or other regime, Seller shall provide to Buyer a valid tax treaty residency

certificate or other tax exemption certificate at least thirty (30) days prior to payment being due.

4. QUALITY AND DESCRIPTION.

- 4.1 Seller represents, warrants and covenants that all Goods and Services, whether provided by Seller or a direct or indirect supplier of Seller, will be free of any claims of any nature, including without limitation title claims, and will cause any liens or encumbrance asserted to be discharged, at its sole cost and expenses, within thirty (30) days of its assertion.
- 4.2 Seller represents, warrants and covenants that all such Goods and Services will be new and of merchantable quality, not used, rebuilt or refurbished material, unless approved in writing by Buyer, free from all defects in design, workmanship and material, and will be fit for the particular purpose for which such Goods and Services are intended. Such Goods and Services will be provided in strict accordance with all specifications, samples, patterns, drawings, designs, descriptions, performance standards or other requirements set forth in the Contract or otherwise approved or adopted by Buyer in writing. Unless otherwise specified in a Contract, the foregoing representations, warranties and covenants shall apply for a period of twenty-four (24) months from Buyer's receipt of such Goods and Services. Such representations, warranties and covenants shall run to Buyer, its successors, assigns, and the users of Goods and Services covered by the Contract.
- 4.3 If any Goods or Services are found to be defective during such warranty period, then, in addition to any other rights and remedies available to Buyer, Buyer, in its sole discretion and at Seller's expense, may: (a) reject and return such Goods and Services; (b) require Seller to remove, ship and reinstall/reperform nonconforming Goods and Services with Goods and Services that conform to all the requirements of these Terms; and/or (c) take such actions, at Seller's expense, as may be required to cure all defects and bring the Goods and Services into conformity with all the requirements of these Terms. Any repaired or replaced part, or re-performed services shall carry representations, warranties and covenants on the same terms as set forth above, with such representation, warranty and covenant period being the later of the original unexpired period or twenty-four (24) months after repair or replacement.

5. INSPECTION AND TESTING.

- 5.1 All materials related in any way to the Goods and Services (including, without limitation, raw materials, components, intermediate assemblies, work in process, tools and end products) shall be subject to inspection by Buyer or its representative, and any representatives of the Buyer's customer or the agent thereof, or of any governmental authority, at any reasonable time at the Seller's facilities or at the facilities of any of Seller's sub-contractors or assignees. Seller and its sub-contractors and agents will, without additional charge, provide all reasonable access and assistance for the safety and convenience of such representatives.
- 5.2 The Seller will give adequate notice of facility tests which the Buyer is entitled to attend, and Seller will provide the Buyer with such test certificates as the Buyer or its customers may reasonably require. Seller shall provide and maintain an inspection and process control system acceptable to Buyer and its customers covering the Goods and Services and shall keep complete records available to Buyer and its customers for three (3) years after completion of the Contract.

- 5.3 A failure to inspect, accept, reject or detect defects by inspection will not relieve Seller from Seller's obligations under these Terms or a Contract, or impose any liabilities on Buyer.
- 5.4 The Buyer reserves the right at its option to either reject any Goods, Services or other materials in whole or in part (whether or not the same have been delivered to and accepted by the Buyer) or to cancel all or a portion of any Goods, Services or other materials, or to delay acceptance of all or any portion of any Goods or Services, without any further payment or charge for storage or delay, in any of the following circumstances:
 - 5.4.1 failure by the Seller to comply strictly with the specifications, samples, patterns, drawings, designs, descriptions, performance standards or other requirements relating to the Goods, Services or other materials to be supplied or work to be carried out by Seller and/or failure to comply with any applicable law or other industry accepted specification where applicable;
 - 5.4.2 if the Goods, Services or other materials are below the specified standard or fail to pass any inspection or test in accordance with these Terms; or
 - 5.4.3 if the Seller otherwise fails to comply in all respects with any of its obligations hereunder.
- 5.5 If the Buyer rejects any Goods, Services or other materials, the Seller will replace them with Goods, Services and materials which are in all respects in accordance with the Contract and these Terms. If the Seller fails to replace such rejected Goods, Services or materials within a reasonable time period that is acceptable to the Buyer, the Buyer may, at its option and in addition to any other rights and remedies Buyer may have by contract or by law:
 - 5.5.1 receive a refund from the Seller of any money paid in respect of such rejected Goods or Services; or
 - 5.5.2 purchase replacement goods or services from an alternative source at Seller's cost.

6. PERFORMANCE, DELAY.

- 6.1 Unless otherwise agreed in writing, any time or period given for delivery, despatch, performance or completion shall be of the essence. The Seller shall promptly notify the Buyer of any known or anticipated delay in delivery, despatch, completion or performance. To the extent set forth in the Contract, liquidated damages shall be payable by Seller at the amounts set forth in the Contract and shall become due and payable in Buyer's demand.
- 6.2 The Buyer reserves the right to defer the date of delivery or payment or to cancel or reduce the volume of Goods or Services ordered if Buyer is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

- 6.3 The Buyer reserves the right to reject Goods or Services not delivered or performed on time and/or cancel all or any part of such delivery or performance and/or to return any Goods already delivered which by virtue of such rejection or cancellation are no longer in use. Such rights of rejection, cancellation or return shall be available to the Buyer irrespective of the reason the Goods and Services are no longer in use, without prejudice to the Buyer's rights or remedies in law or equity.
- 6.4 No concession with respect to delay in delivery, despatch, completion or performance shall be construed as a waiver of any of the Buyer's rights and remedies, unless such waiver is specifically agreed in writing.

7. DELIVERY, PACKING, ETC.

- 7.1 Goods shall be sold DAP (Incoterms) Buyer's facilities or such other location as is set out in the Contract, unless otherwise agreed in writing. The Seller agrees to provide "pre-alert documents" to the Buyer at time of export and further agrees that if such export is made through the use of ocean freight that the Seller will complete and provide an "ISF" form to the Buyer as per Work Instruction 0209-004 (form to be obtained from Firth Rixson) at least forty-eight hours before cargo is laden on board the vessel. Buyer will arrange for and cause the import entry to be made and once the cargo is released by Customs and Border Protection shall issue a release to the Seller's agent. The Seller shall be responsible for delivery of the cargo to the Buyer's facilities or such other location as is set out in the Contract. If Goods are incorrectly delivered, the Seller will be responsible for any additional expense incurred by the Buyer in delivering the Goods to their correct destination.
- 7.2 Deliveries made in advance of the Buyer's requirements may be returned to the Seller at the Seller's expense or accepted at the Buyer's option. If the Buyer accepts such delivery, the Buyer shall be entitled to defer payment until the end of the second calendar month following the month in which delivery should have taken place.
- 7.3 A scheduled Order indicates the Buyer's estimated requirements for the Goods described therein. The Buyer will not accept delivery or be in any way responsible to pay for any Goods described in a scheduled Order unless the Buyer has given the Seller written release instructions which are directly attributable to such scheduled Order.
- 7.4 Buyer is not responsible for Goods delivered in excess of the Contract. If the Goods are delivered to the Buyer in excess of the quantities set forth in a Contract, the Buyer shall not be bound to pay for the excess Goods, any excess shall be and shall remain at the Seller's risk, and, if requested by the Buyer, such excess Goods will be collected by the Seller for return at the Seller's expense.
- 7.5 All Goods must be adequately protected against damage and deterioration in transit and delivered, carriage paid, in accordance with the Buyer's instructions (if given) and must bear the description, the quantity of the contents and the Buyer's Order number on the packages thereof.
- 7.6 The Seller shall deliver metal in consistent weights and length to the extent practicable and, in particular, deliveries of metal must not be longer than 7 metres or heavier than 9 tonnes per piece and must be loaded suitable for off-loading with a forklift-truck or overhead crane. Metal to be off-loaded by overhead crane must be on a flat back, uncovered truck.

- 7.7 Unless otherwise agreed in writing by the Buyer, the Seller shall unload the Goods immediately on their arrival at the Buyer's premises. The Seller shall indemnify and hold the Buyer harmless against each loss, liability and cost arising as a result of the Buyer or its sub-contractors assisting the Seller in the unloading, loading or other removal of the Goods from the point of delivery.
- 7.8 The Buyer is not responsible for packing materials or cases, unless otherwise previously agreed in writing by the Buyer.
- 7.9 The Buyer will not be responsible for any failure to give notice to carriers of loss, damage, delay, detention or non-delivery.
- 7.10 All Goods shall be delivered by Seller carriage and insurance paid unless otherwise stated in the Contract.
- 7.11 Where Goods are despatched directly to customers of the Buyer at the Buyer's request, the relevant advice notes must be sent to the Buyer as well as to such customers. The Seller must send to the Buyer a copy of the advice note signed on behalf of the customer acknowledging delivery, once delivery has taken place.

8. RISK AND TITLE.

- 8.1 The legal and beneficial ownership and title to the Goods shall pass to the Buyer on delivery to the location specified in the Contract, or as otherwise agreed by the parties in writing without prejudice to any right of rejection or other right which may accrue or have accrued to the Buyer under these Terms or otherwise. Notwithstanding any retention of title clause or security interest in the Goods claimed by the Seller, the Buyer shall have the right to sell the Goods free and clear of any such retention of title or security interest of the Seller and shall be entitled to all proceeds from Goods sold or manufactured by the Buyer. The Buyer refuses to recognize any extended retention of title clause by the Seller whereby the passing of title to the Buyer is dependent on the payment by the Buyer of all of the Seller's claims.
- 8.2 If the Seller postpones delivery of Goods at the Buyer's request, title to the Goods shall nevertheless pass to the Buyer on the date when, but for such postponement, the Goods would have been delivered to the location specified in the Contract. The Buyer shall, however, pay the Seller the reasonable cost of storing the Goods during any period of postponement of delivery at the Buyer's request.
- 8.3 Goods shall be held at Seller's risk until actually delivered and shall be kept adequately insured by Seller at Seller's expense, even when the delivery has been delayed or postponed by the Buyer or at the Buyer's request.
- 8.4 All Goods rejected or returned for any reason shall be at the risk of the Seller during transit back to the Seller.
- 8.5 All Goods returned by the Buyer to the Seller for whatever reason must be promptly credited at full value and re-invoiced only if re-delivered by the Seller.

9. VARIATIONS.

- 9.1 The Seller shall not alter any of the Goods, except as directed in writing by the Buyer. If, during the term of the Contract, Buyer directs the Seller to add or to omit, or

otherwise vary the Goods, the Seller shall carry out such variations and will provide Buyer with such variations as if such variations were stated in the Contract.

- 9.2 Where the Seller receives any such direction from the Buyer which would occasion an amendment to the Contract price, the Seller shall promptly advise the Buyer in writing to that effect and the amendments or other pricing adjustments resulting from such direction.
- 9.3 If, in the opinion of the Seller, any such direction is likely to prevent the Seller from fulfilling any of its obligations under the Contract, Seller shall so notify the Buyer and the Buyer may elect whether or not the same shall be carried out, shall confirm its instructions in writing, and the parties will modify the Seller's obligations to the extent required. Until the Buyer so confirms in writing, Buyer's instructions shall be deemed not to have been given.

10. LOSS OR DAMAGE IN TRANSIT.

- 10.1 The Buyer shall advise the Seller and the carrier (if any) in writing of any loss or damage to the Goods while in transit within a reasonable period of time.
- 10.2 The Seller shall be responsible for any loss or damage in transit to the Goods.

11. ACCEPTANCE.

- 11.1 The Buyer reserves the right to inspect Goods supplied on receipt to ensure they comply with the Contract.
- 11.2 If the Goods delivered by the Seller do not conform with the Contract, whether by reason of being of a quality or in a quantity measurement not stipulated or being unfit for the purpose for which they are required, the Buyer shall have the right to reject all or a portion of such Goods within a reasonable time of their delivery and to purchase elsewhere, at Seller's expense, replacement goods as near as practicable to the Goods set forth in the Contract. Seller will be responsible for any difference in price of any such replacement goods over and above the price of the Goods set forth in the Contract, but without prejudice to any other right or remedy the Buyer may have against the Seller. The making of payment shall not prejudice the Buyer's right of rejection. Before exercising such right to purchase goods elsewhere, the Buyer shall give the Seller the reasonable opportunity to replace rejected Goods which conform to the Contract. Any such rejected Goods or portion of Goods may be returned to the Seller at the Seller's risk and expense, and at full invoice price plus applicable transportation charges.

12. BUYER'S PROPERTY, PATTERNS, ETC.

- 12.1 All designs, tools, patterns, drawings, dies, materials, specifications and other items supplied by the Buyer or provided by the Seller shall be or become the Buyer's property, and shall be maintained by the Seller in good condition, and kept confidential and not be used for any purpose other than carrying out the Contract or any subsequent Order placed by the Buyer, and shall be returned or delivered to the Buyer carriage paid on request. The Seller will be responsible for any loss of or damage to such items howsoever arising.

- 12.2 The Seller will not quote or to supply parts made with the Buyer's designs, tools, patterns, drawings, dies or specifications to any third party without the Buyer's prior consent in writing.

13. INTELLECTUAL PROPERTY.

All worldwide right, title and interest in Intellectual Property arising from the Seller's supply of the Goods and/or performance of the Services made to the Buyer's specification or design shall vest in the Buyer. Such Intellectual Property will be considered to be works made for hire (as that term is used in **Section 101** of the United States Copyright Act, 17 U.S.C. § 101, or in analogous provisions of other applicable laws). If any such Intellectual Property may not be considered a work made for hire under applicable law, Seller hereby irrevocably assigns, and will assign, to Buyer, without further consideration, all of Seller's right, title and interest in and to such Intellectual Property, including United States and foreign patent, copyright and other intellectual property rights. Seller acknowledges that Buyer and the successors and assigns of Buyer have the right to obtain and hold in their own name any patent, copyright and other intellectual property rights in and to such Intellectual Property. Seller agrees to execute any documents and take any other actions reasonably requested by Buyer to effectuate the purposes of this Section.

14. INDEMNITY; LIMITATION OF LIABILITY.

- 14.1 Seller shall indemnify, defend and hold Buyer and its officers, directors, employees, agents, customers and their respective successors and assigns harmless from and against all liabilities, fines, penalties, fees, costs and expenses (including, without limitation, reasonable attorney's fees) resulting from or in connection with:
- 14.1.1 a claim that any Good or Service furnished by Buyer infringes any patent, copyright, trademark, trade secret or other intellectual property right of any third party;
 - 14.1.2 the death or bodily injury of any Buyer agent, employee, customer, business invitee or business visitor or other person caused by the tortious conduct of Seller or its agents;
 - 14.1.3 the damage, loss or destruction of real or tangible personal property caused by the tortious conduct of Seller or its agents;
 - 14.1.4 all losses, damage, injury, costs and expenses which result directly or indirectly from defective Goods, workmanship, design or Services supplied or provided by the Seller or any other defect or fault in construction of the Goods, and in addition the Seller will repair, replace or reinstate at the Buyer's option any defective item or items free of charge; and
 - 14.1.5 any liability suffered by the Buyer as a result of any breach of the terms and conditions of the Contract or these Terms on the part of the Seller.
- 14.2 Buyer shall promptly notify Seller of any claim indemnified under these Terms and give reasonable assistance (at Seller's expense) for the defense of such claim. If use of any Good or Service is enjoined, Seller shall, at its own expense and at its option, either procure for Buyer the right to continue using such Good or Service, or replace same with a non-infringing equivalent.

- 14.3 The provisions of this paragraph shall remain in full force and effect notwithstanding the parties' remaining obligations under the Contract may have been performed or otherwise discharged.
- 14.4 IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR ANY THIRD PARTY FOR LOSS OF REVENUE OR BUSINESS, OR FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER ANY CAUSE OF ACTION, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SELLER OR ANY THIRD PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

15. PRODUCT LIABILITY, HEALTH AND SAFETY, ENVIRONMENTAL.

- 15.1 Goods and Services supplied by Seller, together with the Seller's manufacture, supply, packaging, packing and delivery thereof, shall comply with all applicable laws and regulations, and all other such requirements of which the Seller has notice or of which the Seller ought to be aware, including but not limited to requirements imposed by any insurance arrangements put in place by the Buyer (hereinafter called "Requirements").
- 15.2 The Seller will obtain and maintain suitable and adequate insurance coverage for the Good and Services, including maintaining insurance coverage adequate to fully protect Seller and Buyer from any and all claims of any nature for damage to arising from Seller's actions or omissions, the Goods or the Services. Upon the Buyer's request, the Seller shall supply evidence in writing that substantiates that it has such insurance coverage.
- 15.3 Where, in the provision of the Goods or the performance of the Services, work must be performed on or in the vicinity of the Buyer's premises by the Seller, the Seller's employees and/or its agents, the Seller warrants and covenants to the Buyer that Seller and its employees and/or agents will comply with all applicable site regulations, that such work shall be performed by appropriately qualified and trained personnel, with due care and diligence and in a manner so as to comply with all the requirements set out in clause 15.1 and all reasonable instructions issued by the Buyer including, but not restricted to, the right to inspect the work under clause 5. Such inspection shall not relieve the Seller of its obligations under this section.

16. TERMINATION.

- 16.1 On or at any time after the occurrence of any of the events in clause 16.2, the Buyer may at any time thereafter:
- 16.1.1 immediately terminate any Contract upon written notice to Seller and collect all material, goods, tools or articles of any description sent to the Seller for any purpose; or
- 16.1.2 give the Seller or the receiver, administrative receiver, liquidator or other person the option of carrying on with the Contract, subject to his providing a guarantee up to an amount to be agreed for the due and faithful execution of the Contract.
- 16.2 The events are:

16.2.1 the Seller being in breach of any obligation under a Contract or these Terms;
or

16.2.2 the Seller makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, that is not dismissed within one hundred and twenty (120) days, or has wound up or liquidated, voluntarily or otherwise.

16.3 Buyer may terminate a Contract or any Order at any time for convenience upon written notice to Seller.

17. ASSIGNMENT AND SUB-CONTRACTING.

17.1 Without the prior written consent of Buyer, the Seller shall not assign, delegate or transfer its rights or obligations under a Contract or these Terms to any third party, and any such attempted assignment, delegation or transfer in violation of this Section will be void.

17.2 The Seller shall not, without the consent in writing of the Buyer, sub-contract its obligations under a Contract or these Terms or any part thereof (other than for materials, minor details, or for any part of the Goods of which the makers are named in the Contract or the specification). Any such consent shall not relieve the Seller of any of its obligations under the Contract.

17.3 The Seller shall be responsible for all work done and goods supplied by all sub-contractors.

18. INVENTIONS AND IMPROVEMENTS. If a Contract includes manufacture to the Buyer's designs, the Seller will inform the Buyer of any invention or improvement in design or method of manufacture arising out of or in connection with such Contract, and Seller acknowledges any such invention or improvement, any patent or registered design rights in respect thereof, copyright in any drawings documents or specifications relating thereto, and any other Intellectual Property rights shall be the property of the Buyer. The Seller will give the Buyer, at the Buyer's expense, all necessary assistance, execute any documents and take any other actions reasonably requested by Buyer to enable the Buyer to effectuate the purposes of this Section.

19. GENERAL.

19.1 Any notice, demand, waiver, consent, approval or other communication which is required or permitted to be given to any party hereunder shall be in writing and shall be deemed given (i) if by personal delivery, at the time delivered, (ii) if by facsimile or electronic mail, upon confirmation of transmission, (iii) if by registered mail (return receipt requested), with postage and registration fees thereon prepaid, or (iv) by an internationally recognized courier company (providing receipt of delivery), addressed to the Seller at its address set forth in the respective Contract, or to Buyer at the address of its corporate headquarters set forth below, or to such other address as the receiving party may notify the sending party in writing, on the (A) third day after dispatch, if delivered internationally, or (B) the second day after dispatch if delivered domestically: **JFB Firth Rixson, Inc., 111 Founders Plaza, Suite 1802, East Hartford, CT 06108.**

- 19.2 No failure or delay by the Buyer in exercising any of its rights under these Terms or a Contract shall operate as a waiver thereof.
- 19.3 Nothing in these Terms shall prejudice any condition or warranty (expressed or implied) or right or remedy to which the Buyer is entitled in relation to the Contract by virtue of statute or common law. The rights and remedies conferred on the Buyer by these Terms are in addition to and in no way in substitution for any conditions, warranties or other rights or remedies conferred on the Buyer or implied by law.
- 19.4 In the event that any portion of these Terms shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any of the other terms or conditions hereof all of which shall remain in full force and effect.
- 19.5 Clause headings are for ease of reference only and do not affect construction.
- 19.6 These Terms and the applicable Contract represent the entire agreement between Buyer and Seller with respect to its subject matter, and there are no other representations, understandings or agreements between the parties relative to such subject matter.
- 19.7 Any provision that by its nature is intended to survive termination or expiration of a Contract or these Terms in order to give effect to the intent of the parties, will survive the expiration or termination of these Terms or such Contract.

20. ARBITRATION.

- 20.1 Each of Buyer and Seller hereby submits to the jurisdiction of the U.S. District Court for the Southern District of New York in any action or proceeding arising out of or relating to this Agreement, agree that all claims in respect of such action or proceeding may be heard and determined in any such court, waive any claim of inconvenient forum or other challenge to venue in such court, agree not to bring any action or proceeding arising out of or relating to this Agreement in any other court, and waive any right it may have to a trial by jury with respect to any action or proceeding arising out of or relating to this Agreement. In the event that the U.S. District Court for the Southern District of New York rules that it does not have jurisdiction, then Buyer and Seller shall proceed in the Supreme Court of the State of New York, New York County, and all other provisions of this paragraph shall then apply to that Court.

21. PROPER LAW.

- 21.1 Any and all disputes regarding a Contract or these Terms shall be governed by the laws of the State of New York, without reference to its conflicts of laws principles.

22. CONFIDENTIALITY.

- 22.1 The Order and Contract and the subject matter thereof shall be treated as confidential between the Seller and the Buyer and shall not be disclosed by the Seller (or any sub-contractor or assignee) to any third party or used by the Seller (or any sub-contractor or assignee) for advertisement, display or publication without the Buyer's prior consent in writing.

- 22.2 The Seller shall treat all product, customer or business information, drawings, designs and specifications submitted to it by the Buyer as confidential and shall not disclose it to any third party without the Buyer's prior written consent or use it for any purpose except where authorized to do so by the Buyer.
- 22.3 Clause 22.2 does not apply to information which:
- 22.3.1 is at the date of disclosure or becomes at any time after that date publicly known other than by the Seller's breach of this condition;
 - 22.3.2 can be shown by the Seller to the Buyer's satisfaction to have been known by the Seller before disclosure by the Buyer to the Seller;
 - 22.3.3 is or becomes available to the Seller otherwise than from the Buyer and free of any restrictions as to its use or disclosure; and
 - 22.3.4 is required to be disclosed by law.
23. **THIRD PARTIES.** There are no intended third party beneficiaries of any provision of this Agreement. A person who is not party to a Contract shall have no right to enforce any term of such Contract or these Terms.