

STANDARD TERMS AND CONDITIONS FOR PURCHASE OF SERVICES Rev. 2 – January 2020

1. **SCOPE OF WORK AND ACCEPTANCE:** These Standard Terms and Conditions for Services, and the written purchase order that accompanies, attaches, or incorporates them (the “Purchase Order” or “PO”) (collectively, the “Contract”), constitute the sole and exclusive terms on which Forged Solutions agrees to be bound. For the purposes of these Standard Terms and Conditions for Services Forged Solutions means the member of the Forged Solutions Group the details of which are set out in the Purchase Order. The term “Forged Solutions Group” includes Forged Solutions Group Inc. and any of its subsidiaries (as that term is defined in the Companies Act 2006). The term “Seller” denotes the party to the Contract who is to supply the Services to Forged Solutions. In exchange for the Seller’s compensation listed on the Purchase Order, Seller agrees to perform the services referenced in the Purchase Order, which are referred to in this document as “Services”. Forged Solutions’ offer shall be deemed accepted by the Seller and the Contract will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance of the Services covered under the Contract, by Seller. Any acceptance of the Contract is limited to acceptance of the express terms of the offer contained herein.

2. **TIME FOR PERFORMANCE:** The Services shall be performed in strict conformity with the dates and schedules referenced in the Purchase Order. Time is of the essence for Seller’s performance of the Services. Forged Solutions shall have the right to claim liquidated damages at the rate set out in the PO as well as to claim damages for any additional costs, loss or expenses incurred by Forged Solutions which are in any way attributable to Seller's failure to meet such dates.

3. **PRICE:** Seller warrants that the prices set forth in the Contract are complete and that no additional charge of any type will be added without Forged Solutions’ prior express written consent.

4. **WARRANTIES FOR SERVICES:** Seller warrants the following: (1) Seller shall use its best efforts to perform the Services and, at a minimum, Seller shall perform the Services with all due care and skill and in conformity with the highest standards of the industry practiced by reputable contracting firms performing work of a similar nature at the time and place the Services are provided (conforming at all times with the terms implied by any applicable laws and to meet or exceed any service levels specified in the Contract; (2) Seller shall comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect at the time the Services are provided; (3) prior to performing any Services, Seller will obtain any permits or licenses, and take all other actions required, to comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect at the time the Services are provided; (4) the Services will not violate or in any way infringe upon the rights of third parties; (5) Seller is not subject to and will not enter into any agreements or arrangements which hinder compliance with the provisions of the Contract.

5. **BREACH:** If Seller fails to perform the Services in accordance with the terms hereof, Forged Solutions shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights: (a) to terminate the Contract with immediate effect by giving written notice to Seller; (b) to refuse to accept any subsequent performance of the Services which Seller attempts to make; (c) to recover from Seller any costs incurred by Forged Solutions in obtaining substitute services from a third party; (d) to require a refund from Seller of sums paid in advance for Services that Seller has not provided; and (e) to claim damages for any additional costs, loss or expenses incurred by Forged Solutions which are in any way attributable to Seller’s failure to comply with the terms hereof. These rights shall extend to any substituted or remedial services provided by Seller. Forged Solutions’ rights under the Contract are in addition to its rights and remedies implied by applicable law.

6. COMPLIANCE WITH FORGED SOLUTIONS' RULES: Seller, its employees, subcontractors, and all other persons or entities acting on behalf of Seller agree to abide by Forged Solutions' rules and reasonable requests while on premises owned, leased, or otherwise controlled by Forged Solutions. Forged Solutions reserves the right to bar from such premises Seller, any employee, subcontractor or any other person or entity acting on behalf of Seller for any cause that Forged Solutions deems reasonable.

7. LIENS: Seller guarantees that no lien, encumbrance or security interest will be filed by Seller or anyone acting on behalf of, or claiming under or through Seller, against Forged Solutions, Forged Solutions' property, or the Services furnished under the Contract.

8. SAFETY: Seller will provide all safeguards and precautions necessary in connection with the provision of Services to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and Seller will be solely responsible for any such occurrences. Seller warrants that all Services delivered hereunder will be in compliance with all Forged Solutions requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Forged Solutions. Seller agrees to immediately notify Forged Solutions of any actual or possible safety or quality problems attributable to the Services delivered hereunder.

9. FORGED SOLUTIONS' PROPERTY AND PARTS: All property of any kind supplied to Seller or paid for by Forged Solutions will be and remains Forged Solutions' property, and Seller will maintain such property in good condition and repair. All Forged Solutions property, while in Seller's custody or control, will be held at Seller's risk, free of all liens, encumbrances or security interests of Seller or third parties, and will be kept insured by Seller at Seller's expense in an amount equal to replacement cost with loss payable to Forged Solutions. All property of Forged Solutions is subject to removal by Forged Solutions at any time, and to return upon Forged Solutions' request. Seller assumes all risk of death or injury to persons or damage to property arising from or related to use of Forged Solutions' property while such property is in the custody or control of Seller. Forged Solutions does not guarantee the performance of any Forged Solutions property or the suitability of any property furnished by it for any particular work. Seller assumes sole responsibility for inspecting, testing, and approving all of Forged Solutions' property supplied by Forged Solutions prior to any use by Seller.

10. SELLER EQUIPMENT: Seller shall perform the Contract by using its own tools and equipment (including those for individual protection), unless otherwise agreed in the PO, and shall be responsible for such equipment and tools whilst on the Forged Solutions premises. Forged Solutions shall in no event be held liable for any damages, theft, fires involving the property and assets of Seller introduced into the property and appurtenances of Forged Solutions.

Upon completion of the performance of the Contract or its termination, Seller shall leave the premises in a tidy state, in proper condition and remove all its tools.

11. REJECTION AND REVOCATION OF ACCEPTANCE: Forged Solutions shall not be bound to reimburse Seller for any Services that, in Forged Solutions' judgment, fail to conform to Seller's obligations under the Contract. Forged Solutions has the right, before payment, acceptance or delivery of Services under the Contract, to inspect the Services at any reasonable time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Services, nor the failure to do so, before delivery to Forged Solutions constitute acceptance of any Services, or relieve Seller from exclusive responsibility of furnishing Services in strict conformance with Forged Solutions' specification and instructions. If, in Forged Solutions' judgment, the Services fail in any respect to conform to the Contract, Forged Solutions may (a) reject the whole; (b) accept the whole;

or (c) accept any commercial unit or units and reject the rest. Seller agrees that any notification of nonconformity by Forged Solutions, in whatever form, suffices to inform Seller that the transaction is claimed to involve a breach, and that Seller will be responsible for any losses resulting from the nonconformity. Forged Solutions shall have the right to claim damages for breach of contract as well as to the agreed liquidated damages set out in the PO. In an appropriate case, Forged Solutions may revoke its acceptance of Services. Seller agrees that Forged Solutions' acceptance of the Services is reasonably induced by Seller's assurances of their quality and conformity to the terms of the Contract.

12. SELLER'S COMPENSATION: Seller will promptly submit to Forged Solutions correct and complete invoices, supporting documentation, and all other information reasonably required by Forged Solutions in connection with the performance of Services. Invoices referencing Forged Solutions' Purchase Order number shall be issued by Seller showing only the costs/expenditures that are included in the Purchase Order plus VAT at the prevailing rate. Forged Solutions may withhold payment until such documents are received and verified. All invoices including items not listed in the Purchase Order and invoices not following the Forged Solutions Invoicing Requirements as published at <https://www.forgedsolutionsgroup.com/invoicing-requirements.pdf> may result in the return of the invoice and delay in payment, payments arriving at Seller's bank account after the due date as a result of this will not be considered as late payments. All invoices for Services that, in Forged Solutions' judgment, strictly conform to the requirements of the Contract, will be paid in accordance with the payment term stipulated on the PO. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemised separately on the invoice. Delay in receiving valid invoices or Services will be considered good cause for withholding payment without losing cash discount privileges. If the production or delivery of Services covered by the Contract gives rise to mechanics' or other similar liens, payment will not be due and the cash discount period will not commence until Seller has obtained and delivered to Forged Solutions a complete release and discharge of all liens arising out of the production of Services or receipt in full covering all labour and materials for which a lien could be filed or a bond satisfactory to Forged Solutions indemnifying it against any lien and any costs and expenses associated therewith. Forged Solutions will have the right, at any time, to set off and apply against any monetary obligations that Forged Solutions owes to Seller or any of its parents, subsidiaries or affiliates, and the right to set off any obligations and/or liabilities that Seller, or any of its parents, subsidiaries or affiliates, may owe to Forged Solutions. Seller's compensation shall not exceed the maximum set forth in the Purchase Order without a writing expressly authorizing the increase signed by Forged Solutions. Seller agrees it shall have no right to seek additional sums based on quantum meruit, or any other theory of law, regardless of the work it performs related to the Contract.

13. AUDITS AND INSPECTIONS: Forged Solutions has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices and documents that may contain information relating to Seller's obligations under the Contract. Such records will be kept by Seller for a period of at least four (4) years after the expiration, cancellation or termination of the Contract, or for such longer periods as may be required by law. In addition, Seller agrees to provide reasonable assistance for such audits, inspections, and tests.

14. TAXES: Seller will bear and pay all applicable taxes which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction. If Seller is required by law to collect VAT or sales and use tax (including any gross receipts tax imposed similar to VAT or a sales and use tax) from Forged Solutions on behalf of any taxing jurisdiction, Seller will provide to Forged Solutions invoices which separately state and clearly indicate the amount of tax and Forged Solutions will remit any such tax

to Seller. Seller will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefor including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Seller must collect VAT or sales and use tax from Forged Solutions, Seller will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Services were provided. If applicable, in lieu of payment of any VAT or sales and use tax, Seller will accept a properly executed exemption or direct pay certificate from Forged Solutions. The determination of whether an exemption or direct pay certificate will be submitted to Seller in lieu of payment for any sales and use tax will be made by Forged Solutions on a location by location basis. With the exception of VAT or sales and use tax as described above, all other taxes, however denominated or measured, imposed upon Seller, or the price or compensation under the Contract, or upon the Services provided hereunder, will be the responsibility and liability of Seller.

15. CONFIDENTIALITY: During the term of the Contract and for five years after its cancellation, termination or expiration, Seller shall not make use of Forged Solutions' Confidential Information (as hereinafter defined) for purposes other than the fulfilment of the obligations under the Contract, or disclose to any person or entity, other than those of its employees who have a need to know, any Confidential Information, whether written or oral, which Seller obtains from Forged Solutions or otherwise discovers in the performance of the Contract. "Confidential Information", as used in the Contract, will mean all information relating to Forged Solutions' business which is not generally available to the public. Confidential Information includes information that Seller possesses that predates the Contract. The foregoing provisions of this paragraph shall not apply to any information that is: (a) rightfully known to Seller prior to disclosure by Forged Solutions; or (b) rightfully obtained by Seller from any third party; or (c) made available by Forged Solutions to the public without restrictions; or (d) disclosed by Seller with prior written permission of Forged Solutions; or (e) independently developed or learned by Seller through legitimate means; or (f) disclosed by Forged Solutions to a third party without a duty of confidentiality on the third party; or (g) disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction. Seller will provide reasonable prior written notice to Forged Solutions if it is required to disclose any of Forged Solutions' Confidential Information under operation of law. Forged Solutions expressly reserves the right to disclose any of the terms of the Contract, including but not limited to pricing, to third parties.

16. LIMITATION ON USE OF PAYMENT: Seller shall not offer or use, directly or indirectly, any money, property or anything of value received by Seller under or pursuant to the Contract to influence improperly or unlawfully any decision, judgment, action or inaction of: any official, employee or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, or any other person or entity, in connection with or relating to the subject matter of the Contract or any supplement or amendment hereto. No payment shall be made nor shall any transaction be entered into in connection with the Contract that is illegal, improper or intended to unduly or improperly influence any third party, including without limitation, by means of extortion, kickback or bribery. If Seller breaches the terms of this provision, Forged Solutions may immediately terminate the Contract without any liability.

17. INTELLECTUAL PROPERTY: Seller will promptly disclose to Forged Solutions all data, information, discoveries, inventions and improvements, whether or not patentable or copyrightable, conceived, made, first reduced to practice, or developed by Seller arising out of the performance of Services, all referred to in the Contract as "Contract Developments". All Contract Developments, including patents and copyrights, will be the sole and exclusive property of Forged Solutions in respect to any

and all countries, their territories and possessions. Seller hereby irrevocably and unconditionally assigns, or shall procure the assignment (including by way of present assignment of future rights) to Forged Solutions of all right title and interest in and to the Contract Developments free of all liens, encumbrances and third party rights of any kind. Forged Solutions shall have complete and unrestricted right to use all Contract Developments prepared by Seller and its subcontractors in connection with the performance of Services. All Contract Developments may be used by Forged Solutions for any purpose without additional compensation to be paid to Seller. Seller will perform at the request of Forged Solutions all lawful acts and execute, acknowledge, and deliver all instruments, including assignments, deemed necessary, useful, or appropriate by Forged Solutions to vest in Forged Solutions the entire right, title, and interest in and to such Contract Developments. Seller will execute and deliver to Forged Solutions such instruments of transfer and take other such action that Forged Solutions may reasonably request, including, without limitation, such assignments and other documents required to vest in Forged Solutions the entire right, title and interest in and to any copyright associated with such Contract Developments and procuring the waivers of all moral rights (or rights of an equivalent nature), to the extent legally permissible, from all authors of any works in which the Contract Developments subsist (except where any such author is an employee or agent or otherwise under the control or authority of Forged Solutions). Seller agrees that any Contract Development is the exclusive property of Forged Solutions and Seller will not sell, trade, give or intentionally make available any Contract Development to any private or public individual, corporation or other entity and will take all reasonable precautions to prevent the illegal use of such Contract Development. The Seller hereby grants to Forged Solutions from the date of the Contract a non-exclusive, non-transferable, irrevocable and royalty-free license to use all intellectual property rights belonging to the Seller prior to the date of the Contract solely to the extent necessary to receive the Services or use any deliverable created by the Seller as part of the Services for the Client's business purposes and to sub-licence third parties to use such intellectual property rights for such purposes.

18. INDEMNIFICATION: Seller will indemnify, defend, and hold harmless Forged Solutions, its directors, officers, employees, agents, representatives, successors, assigns, and customers ("Indemnitees") from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including but not limited to attorney fees, costs and expenses of litigation ("Claims"), that arise out of or are related to: (i) the Services,, defective Services; (ii) the performance of the Contract; (iii) any infringement or alleged infringement of any third party intellectual property rights suffered by Forged Solutions as a result of Forged Solutions' possession, use and/or exploitation of any of the Services and/or Contract Developments, or; (iv) breach of any of the provisions of the Contract, whether Claims are caused in whole or in part by any negligence or any act or omission of Seller, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. The parties do not anticipate that any Transfer of Undertakings legislation will apply either on the commencement of the Contract or on its termination. Seller shall be responsible for and shall indemnify and keep indemnified Forged Solutions for itself and/or as trustee for any subsequent supplier of the Services against all Claims arising out of the employment or the termination of employment of any person employed or previously employed by Seller.

19. INSURANCE: Seller agrees: (i) to maintain in full force and effect throughout the term of the Contract, policies of insurance of the types which cover the likely liabilities which may be incurred by Seller arising out of the acts or omissions of Seller (or its personnel or authorised representatives) in connection with the terms of the Contract on the terms and in the amounts commensurate with its

business and risks associated therewith (“Insurance”); (ii) if requested by Forged Solutions, to ensure that Forged Solutions is made an additional insured on policies of Insurance under terms of coverage customary to the risk of loss to which Forged Solutions is exposed and that the limits of Insurance to which Forged Solutions is entitled as an additional insured are no less than the amount of total limits of Insurance applicable to Seller under all of the policies of Insurance; to the extent permitted by law, to waive rights of subrogation and contribution against Forged Solutions, including Forged Solutions as an additional insured, under policies of Insurance; (iii) to the extent permitted by law, to waive rights of subrogation and contribution against Forged Solutions, including Forged Solutions as an additional insured, under policies of Insurance; (iv) to ensure that the policies of Insurance are stated to be specifically primary to any of Forged Solutions’ insurance policies, which policies shall be, in all respects, excess to Seller’s policies of Insurance; (v) to be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance; (vi) upon Forged Solutions’ request, provide as soon as reasonably practicable written certification, reasonably acceptable to Forged Solutions, certifying the material terms of the policies of Insurance.

20. FORCE MAJEURE: Neither party will be in default for any delay or failure to perform its obligations under the Contract if caused by an extraordinary, unforeseen supervening circumstance not within the contemplation of the parties at the time of contracting and beyond the reasonable control of the party affected including, but not limited to, an event which falls into one or more of the following categories: act of God, fire, flood, storm, earthquake; war, riot, civil commotion, terrorism, epidemic; nuclear, chemical or biological contamination; explosion or malicious damage; compliance with a law or governmental order, rule, regulation or direction (“Force Majeure Event”). The parties agree that there is no agreed source of supply for Seller to fulfill its obligations under the Contract. The party affected by a Force Majeure Event shall furnish prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or likely will occur. If Seller is unable to perform for any reason, Forged Solutions may obtain the Services from other sources and reduce its obligations owing to Seller accordingly without liability to Seller. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed 30 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 30 days, the other party may terminate the Contract by written notice given to the non-performing party before performance resumes.

21. SUPPLIER STANDARDS AND COMPLIANCE: Seller acknowledges that it has access to, has read and understands Forged Solutions Group’s standards of conduct as set forth in Forged Solutions Group Supplier Standards (the “Guide”) as published at <https://www.forgedsolutionsgroup.com/supplier-standards.pdf>. Seller expressly undertakes to comply with EC Regulation 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (or any replacement legislation) . In particular, Seller undertakes to fully register applicable substances on their own, in preparations or in articles, as defined in said Regulation, to the European Chemicals Agency as established by that Regulation. If Seller breaches this obligation, it shall indemnify and keep Forged Solutions harmless from any and all damage, cost, expense or liability which Forged Solutions could incur as a consequence of that breach. In addition, in the case of such breach, Forged Solutions shall be entitled to terminate the Contract. In addition, Seller warrants that the Contract will be performed in strict compliance with all applicable laws, rules, and standards including Environmental, Health and Safety regulations, and child labour and forced labour laws. If Seller is granted access to Forged Solutions' facilities for purposes of completion of the Contract, it will comply with Forged Solutions Group's internal policies, including those regarding security and

safety and the use of protective clothing and apparatus. The Seller will indemnify Forged Solutions against all liabilities, costs and penalties on account of the infringement by the Seller or its representatives of any applicable law or regulation or Forged Solutions Group's internal policies. Seller shall, at its own expense, obtain all the necessary permits, authorizations, licenses, certificates etc. required to perform this Contract.

22. DATA PRIVACY:

Seller warrants and undertakes that Seller's processes, services and treatment of all personal data that it may receive, access and/or process on behalf of Forged Solutions (and/or Forged Solutions' employees, customers or suppliers) complies with the applicable federal, state and international laws regarding personal data and any national implementing laws, regulations and secondary legislation (as amended and collectively, "Privacy Laws") and that Seller shall use best efforts to comply with such Privacy Laws. In particular, Seller shall ensure that any personal data is processed only as needed to perform this Contract. If applicable, Seller agrees to execute a data processing agreement with Forged Solutions to ensure ongoing privacy protection for individuals. Seller will notify Forged Solutions immediately in writing of any: (i) actual or suspected breach of this Section; and (ii) of any complaint or request by any individual concerning personal data or relating to Forged Solutions' obligations under any of the Privacy Laws.

Seller will provide full cooperation and assistance to Forged Solutions regarding any such complaint or request. If Seller fails to comply with any of the Privacy Laws, Forged Solutions will have the option to terminate this Contract immediately without further liability. If Seller violates any obligations in this Section, the applicable data processing agreement or the Privacy Laws in any manner, Seller shall take all necessary measures required by the local laws of each individual affected by the unauthorized disclosure. By submitting business contact and personal information about Seller and/or its employees to Forged Solutions, Seller consents to the collection, processing, storage, use and transfer of that information to/by Forged Solutions and all its controlled entities, affiliates and subsidiaries in the United States of America, Europe and elsewhere and their authorized third-party contractors or agents for the purpose of: facilitating Seller's business relationship with Forged Solutions, enhancing Forged Solutions' ability to contact Seller and its employees, and enabling Forged Solutions to process and track Seller's transactions with Forged Solutions through various internal systems and external third parties ("Purpose"). Forged Solutions shall use the information supplied solely for the Purpose and shall store the data for as long as is strictly necessary to be able to complete the Purpose.

23. INDEPENDENT CONTRACTOR/SUBCONTRACTS: Seller is and will remain an independent contractor of Forged Solutions. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Forged Solutions. Seller must obtain Forged Solutions' written permission before subcontracting any portion of the Contract. Except for the insurance requirements in the Contract, all subcontracts and orders thereunder will require that the subcontractor or materialman be bound by and subject to the terms and conditions of the Contract. No subcontract or order will relieve Seller from its obligations to Forged Solutions, including, but not limited to Seller's insurance and indemnification obligations. No subcontract or order will bind Forged Solutions.

24. ELECTRONIC COMMERCE: Seller acknowledges that Forged Solutions currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Services hereunder. For purposes of this provision "Key Documentation" means purchase orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Contract. Seller acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after

execution hereof, the system designated by Forged Solutions to facilitate transmission of Key Documentation electronically, and (ii) Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because they have been transmitted or executed electronically. To the extent required by Forged Solutions, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission, and use of digital identification will be deemed to constitute a “signature” and will have the same effect as a signature on a written document.

25. BACKGROUND CHECKS: Seller, at its own expense, will have background checks performed on each employee that it plans to assign to work on Forged Solutions’ premises. Seller will comply with all applicable security and compliance criteria as issued and updated by the relevant authorities Customs from time to time. Seller will provide Forged Solutions with documentation of such compliance upon request.

26. VARIATION: The Contract may not be modified except by a writing signed by the parties.

27. TERMINATION AND CANCELLATION: Forged Solutions may terminate the Contract, in whole or in part, at any time for convenience by giving written notice to Seller. After receiving written notice of termination, Seller will (i) immediately cease performing Services or taking other actions under the Contract and (ii) immediately take all action to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to Seller’s breach or failure of Seller to provide adequate assurance of performance, Forged Solutions will pay Seller, on a pro rata basis, for Services performed as of the date of termination.

28. COMPANY NAME/LOGO: Seller may not use any Forged Solutions Group name and/or logo in any manner other than as may be identified in the PO without first obtaining written permission from Forged Solutions Group.

29. ENTIRE AGREEMENT: The Contract is intended to be the complete, exclusive, and fully integrated statement of the parties’ agreement regarding the Services. As such, it is the sole repository of the parties’ agreement, and they are not bound by any other agreements, promises, or representations of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing.

30. NO-WAIVER: No term or provision of the Contract shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have provided such waiver or consent. No waiver of any right shall constitute a waiver of any other right, whether of a similar nature or otherwise.

31. SURVIVAL: Notwithstanding the expiration, termination, or cancellation of the Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration or termination will survive beyond such expiration, termination, or cancellation.

32. SEVERENCE: If any provision (or part of any provision) of the Contract is, or becomes illegal, invalid or unenforceable in any respect: (a) it shall not affect or impair the legality, validity or enforceability of any other provision of the Contract; and (b) the parties shall negotiate in good faith to amend such provision (or part provision), such that as amended it is legal, valid and enforceable and to the greatest extent possible achieves the parties' original commercial intention.

33. ASSIGNMENT: Neither the Contract, nor Seller’s rights and obligations hereunder, are assignable by Seller without the prior written consent of Forged Solutions. No such consent or assignment will release Seller or alter Seller’s liability to perform all of its obligations under the

Contract. Any attempted assignment without the prior written consent of Forged Solutions will be null and void.

34. COMPLIANCE WITH LAW: Seller agrees to comply with all applicable laws, statutes, regulations and codes from time to time in force in performing its obligations under the Contract.

35. THIRD PARTY RIGHTS: A person who is not a party to the Contract shall not have any rights under any applicable law, regulation or otherwise to enforce any term of the Contract.

36. GOVERNING LAW AND JURISDICTION: These Standard Terms and Conditions, the Contract and all accepted orders will be governed by, and interpreted in accordance with, the laws of England. Any and all disputes between the parties that may arise pursuant to an order or these Standard Terms and Conditions will be heard before a court in England. The rights and remedies set forth herein are exclusive and in lieu of any other rights or remedies at law.