



General Terms and Conditions

These general terms and conditions (these “**Terms**”) are the only terms that govern the sale or licensing of goods, other equipment and/or systems (the “**Goods**”) by Pandrol USA, LP (“**Seller**”), and you (“**Buyer**”). The accompanying quotation (the “**Quotation**”), the order confirmation transmitted by Seller to Buyer upon Seller’s receipt and acceptance of a purchase order from Buyer, if any (the “**Order Confirmation**”), and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties and supersede all prior or contemporaneous, express or implied, understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

1. **Supersedence, Waiver.** The Quotation is an offer from Seller for Buyer to purchase the Goods pursuant to the terms of this Agreement. Buyer’s issuance of a purchase order, or acceptance of delivery of the Goods, constitutes acceptance of Seller’s offer and shall form a binding contract with Seller under the terms of the Quotation, these Terms and the subsequent Order Confirmation, if any. In the event of a conflict between, (a) any term of these Terms and a term of the Quotation or Order Confirmation, these Terms shall prevail, and (b) any term of the Quotation and Order Confirmation, the Order Confirmation shall prevail. Seller objects to, and shall not be bound by, any terms, conditions or other language in Buyer’s purchase order, acceptance or acknowledgment form or other document which varies in any way from the terms of this Agreement. Seller’s acceptance and/or fulfillment of a purchase order, (a) whether or not Seller issues an Order Confirmation, and (b) whether or not Seller objects to specific terms or conditions in Buyer’s purchase order, acceptance or acknowledgment form or other documents, does not constitute acceptance of any such terms or conditions and does not modify or amend this Agreement. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by an authorized officer of Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If there is any inconstancy between the Quotation and the Order Confirmation, the Order Confirmation will control.

2. **Price.** Buyer shall purchase the Goods from Seller at the prices (the “**Prices**”) set forth in the Quotation, subject to the terms of the Order Confirmation and as otherwise set forth in this Agreement. Prices in the Quotation are valid only if all Goods are purchased from Seller and only for a period of thirty (30) days after the date of the Quotation. Prices for the Goods shipped more than thirty (30) days after the date of the Quotation shall be as stated in Seller’s price list as of the date of such shipment. Prices are subject to change due to, among other things, market conditions, material and labor costs, fuel and energy surcharges at time of delivery, and other causes outside of Seller’s control. All Prices are f.o.b. Seller’s facility at 611 Winchester Road, Memphis, TN 38116 (“**Seller’s Facility**”) and exclusive of all sales, use, and excise taxes, and any other taxes, duties, and charges of any kind imposed by any federal, state, local, or foreign, governmental, regulatory, administrative or other entity relating to the Goods or this Agreement, as applicable on any amounts payable by Buyer. Buyer shall be responsible for all such taxes, duties and charges; provided that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personal or real property, or

other assets.

3. **Payment Terms.** Buyer shall pay all amounts due to Seller in accordance with the Quotation or Order Confirmation or, if payment terms are not provided therein, within twenty (20) days from the date of Seller’s invoice. Buyer shall make all payments hereunder in U.S. dollars by wire transfer to the account designated by Seller or as otherwise stated by Seller in the Order Confirmation. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, costs and attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods and stop any Goods in transit if Buyer fails to pay any amounts as and when due to Seller hereunder or otherwise, or if Seller has reason to believe that Buyer will not pay any amounts due Seller on a timely basis. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy, or otherwise.

4. **Delivery of Goods.**

4.1 **Delivery Date.** The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods and the terms of the Order Confirmation.

4.2 **Shipping Terms.** Delivery of the Goods shall be made f.o.b. at Seller’s Facility. However, if so provided in the Order Confirmation or if the Buyer and Seller have so agreed in writing, Seller shall arrange for the Goods to be shipped at Buyer’s sole risk and cost to the location specified by Buyer (the “**Destination**”, and each of Seller’s Facility and the Destination being a “**Delivery Point**”, as applicable), in which event delivery shall nevertheless remain and deemed to have been f.o.b. at Seller’s Facility. Seller shall deliver the Goods using Seller’s standard methods for packaging such Goods. Seller shall not be liable for any delays, loss, or damage in shipment or transit.

4.3 **Taking Delivery.** Buyer shall take delivery of the Goods at Seller’s Facility within three (3) days of Seller providing notice that the Goods are available there or such later date as Seller may specify; *provided, however*, that if Seller is arranging for shipping, Buyer shall be deemed to have taken delivery of the Goods at Seller’s Facility as of when the carrier or transporter takes actual or constructive control or possession of the Goods.

4.4 **Cost of Delivery.** Buyer shall be responsible for any and all shipping costs, including loading and unloading costs, and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. In the event that the Goods are shipped to a Destination, upon arrival Buyer shall promptly unload and release or cause to be unloaded and released all transportation equipment, and Buyer shall indemnify Seller for any demurrage or other expense incurred by Seller as a result of Buyer’s failure to promptly unload and release or cause to be unloaded and released any and all transportation equipment.

4.5 **Partial Shipments.** Seller may, in its sole discretion, without liability or penalty, make partial deliveries of Goods to Buyer. Unless otherwise provided in the Quotation or Order Confirmation, Buyer shall pay for the units of Goods delivered whether such delivery is in whole or partial fulfillment of the Order Confirmation or Buyer’s purchase order.

4.6 **Failure to Accept Delivery.** If, for any reason, Buyer fails to

accept delivery of any of the Goods on the date stated in Seller's notice that the Goods are available or upon their arrival at the Delivery Point, as applicable: (a) risk of loss for the Goods shall pass to Buyer on the date stated in Seller's notice, or if Seller is arranging for shipping the Goods, upon departure of the Goods from Seller's Facility; (b) the Goods shall be deemed to have been delivered; and (c) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

5. **Non-Delivery.** The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's Facility is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary promptly upon delivery. Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within two (2) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice with respect to such Goods to reflect the actual quantity delivered. Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies for any non-delivery of Goods.

6. **Quantity.** If Seller delivers to Buyer a quantity of Goods of up to five percent (5%) more or less than the quantity set forth in the Order Confirmation or, if no Order Confirmation was issued, in Buyer's purchase order, Buyer may not object to or reject the Goods or any portion of them by reason of such surplus or shortfall.

7. **Title and Risk of Loss, Security Interest.** Title and risk of loss pass to Buyer upon availability of the Goods at the Seller's Facility or Seller is shipping the Goods to the Destination, upon departure of the Goods from Seller's Facility. As collateral to secure the payment of the Price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Tennessee Uniform Commercial Code or, as Seller may elect at its discretion, under the embodiment of the Uniform Commercial Code adopted by the state in which Buyer holds the Goods, and Buyer grants Seller the right to memorialize and perfect such security interest through the recordation of a security statement in that jurisdiction.

8. **Inspection and Rejection of Nonconforming Goods.** Buyer shall inspect the Goods upon taking delivery in accordance with Section 4 of these Terms (the "**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless during the Inspection Period Buyer notifies Seller in writing of any Nonconforming Goods and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) the Goods delivered are substantially different from those identified in Seller's Quotation and Order Confirmation or, if neither was issued, from those identified in Buyer's purchase order; or (ii) the Goods' label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's Facility. If Seller exercises its

option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, make the replacement Goods available at the Seller's Facility or, at Seller's option, ship the replacement Goods to the Destination at Buyer's expense and risk of loss. Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. **Limited Warranty.**

9.1 This Section 9 shall be subject to any written limited warranty provided by Seller covering a specific type or class of Goods (each a "**Good-Specific Limited Warranty**"). If Seller has provided a Good-Specific Limited Warranty, the terms of the Good-Specific Limited Warranty shall control and govern.

9.2 If there is no applicable Good-Specific Limited Warranty, Seller warrants to Buyer that the Goods will be free from material defects in material and workmanship for a period of one (1) year from the date of delivery of the Goods to the Delivery Point ("**Warranty Period**"). All warranty claims hereunder must be made to Seller in writing with photographs of the subject Goods to the Seller's Facility and received by Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the possible nonconforming nature or other failure of the Goods, and, in any event, during the Warranty Period.

9.3 EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9.2 ("LIMITED WARRANTY"), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, WHETHER EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED WILL EXPIRE AT THE END OF THE WARRANTY PERIOD.

9.4 Products manufactured by a third-party ("**Third-Party Product**") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Third-Party Products are not covered by the Limited Warranty. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. This includes but is not limited to any and all products or systems to which the Goods may be affixed or added or in which the Goods may be used.**

9.5 Seller shall not be liable for a breach of the Limited Warranty unless: (i) Buyer gives written notice of the defective Goods, as the case may be, reasonably described, to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect and, in any event, during the Warranty Period; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the Limited Warranty to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's Facility at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

9.6 Seller shall not be liable for a breach of the Limited Warranty and any warranty, whether express or implied, shall be rendered void,

if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions and Goods Specifications (as defined in Section 11) as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller. The Limited Warranty does not include labor to remove, replace, install, store or ship the Goods; the direct payment or reimbursement of the cost of labor and other costs related to the removal and disposal of defective products; corrosion or change in appearance of the Goods; applicable taxes and freight; repair or replacement of parts for products outside the Warranty Period. The Limited Warranty does not include defects caused by, and all warranties, whether express or implied, are void if there is, (i) improper storage of Goods; (ii) use of Goods for purposes other than the original intended use; (iii) improper installation; (iv) use of uncoated Goods (unless corrosion-resistant coated clips are utilized, subject to applicable additional charges) in a known corrosive environment, including but not limited to in, (A) California, (B) Buffalo, NY, (C) tunnels, (D) grade crossings, (E) station platform areas, (F) standing water; and (G) where corrosion has been known to occur; (v) unauthorized modifications; (vi) Buyer's abuse or dragging; or (vii) damage caused by mechanical equipment. Claims for damage to rolled steel tie plates shipped via gondola or other type of rail car amounting to less than 2% of the total quantity ordered will not be accepted.

9.7 Subject to Section 9.5 and Section 9.6 above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

9.8 THE REMEDIES SET FORTH IN SECTION 9.7 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SHALL BE LIMITED TO SUCH REMEDIES.

10. Limitation of Liability.

10.1 IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD-PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, SYSTEM DOWNTIME, LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CONDUCT OF SELLER, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER OR \$10,000, WHICHEVER IS LESS.

10.3 The limitation of liability set forth in this Section shall not apply to (i) liability to the extent resulting from Seller's proven willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

11. **Installation.** All Goods shall be installed, used, stored, inspected and maintained by and at the risk and expense of Buyer, in accordance

with any written specifications, instructions, or product guides of Seller covering a specific class or type of Good, each of which are incorporated herein by reference, and in accordance with all applicable laws, regulations, and standards, (collectively, the "**Goods Specifications**"). Buyer represents and warrants that it has conducted its own investigation and determination that the Goods are suitable for its purposes, are compatible with Buyer's systems and equipment (whether electronic, mechanical or otherwise) and as installed and used will comply with all Goods Specifications. Buyer further represents and warrants that it will install, use, inspect and maintain the Goods in accordance with all applicable Goods Specifications.

12. **Buyer's Acts or Omissions.** If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its affiliates, agents, subcontractors, consultants, representatives, officers or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

13. Miscellaneous.

13.1 *Compliance with Law.* Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

13.2 *Termination.* In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount as and when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

13.3 *Confidential Information.* All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third-party.

13.4 *Proprietary Information.* Seller has devoted considerable effort and expense in the generation of a body of technical information (including, but not limited to, sales proposals, technical data, know how, models, reports, drawings, designs, specifications, schedules, devices and equipment) relating to the design, development, manufacture, specification and sale of equipment ("Proprietary Information") and considers this body of technical information as proprietary information that represents a valuable property right of its organization. Accordingly, Buyer shall maintain and shall cause to be maintained in confidence all Proprietary Information which may be disclosed, delivered or otherwise made available to Buyer, directly or indirectly, in writing or otherwise, or which Buyer may have occasion to observe or obtain, and Buyer shall not at any time disclose, nor shall Buyer allow at any time to be disclosed, Proprietary Information to any person, firm,

corporation, association or other entity, or use the Proprietary Information for its own benefit or the benefit of any other person, firm, corporation, association or other entity except as required in connection with the use by Buyer of the Goods, Equipment and Services covered hereunder. All specifications, drawings, designs, data, inventions, discoveries and improvements developed, made or conceived by Seller in connection with the performance of the contract contemplated hereby shall be and remain the sole property of Seller. Buyer shall not reproduce, and Buyer shall not allow to be reproduced, any Proprietary Information furnished by Seller.

13.5 *Force Majeure*. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events (each a "**Force Majeure Event**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials. The Impacted Party shall give notice to the other party, within five (5) days of the Force Majeure Event, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon thirty (30) days' written notice.

13.6 *Error or Mistake*. Seller reserves the right to correct any clerical or human error made in the preparation of any Quotation, Order Confirmation, acknowledgements or invoices. Corrections shall be considered as binding amendments to the original contract of sale.

13.7 *Assignment*. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

13.8 *Relationship of the Parties*. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13.9 *No Third-Party Beneficiaries*. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of

these Terms.

13.10 *Additional Definitions*. For purposes of these Terms, the term "person" or "persons" means and includes any natural individual, corporation, partnership, proprietorship, association, business, person, entity or group; "including" means "including but not limited to"; "relating to" means "in any way relating to, encompassing, involving, including, in connection with, based upon or arising out of, directly or indirectly". The singular includes the plural and vice versa, and any gender reference includes all genders. Headings are for convenience only and form no part of these Terms.

13.11 *Limitation of Actions*. Any action for breach of contract or warranty any loss or damage with respect to the Goods covered hereunder must be commenced by Buyer within one (1) year after Buyer's cause of action has accrued, but in no event beyond the period prescribed by the applicable statute of limitations.

13.12 *Governing Law*. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Tennessee.

13.13 *Submission to Jurisdiction*. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Tennessee in each case located in the City of Memphis and County of Shelby County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13.14 *Notices*. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at (a) with respect to Seller, 611 Winchester Road, Memphis, TN 38116, Attn: Legal Notices, email amer.commercial@pandrol.com, or as Seller may otherwise designate in writing for delivery of notices, and (b) with respect to Buyer, at the address set forth on the purchase order, Order Confirmation or to such other address that Seller reasonably believes Buyer will receive such Notice. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid); facsimile or electronic mail (in each case, with confirmation of transmission); or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

13.15 *Severability*. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.16 *Survival*. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.

13.17 *Amendment and Modification*. These Terms may be amended or modified only in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

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