

FIRTH RIXSON GROUP

TERMS AND CONDITIONS OF SALE FOR UK BUSINESSES

In these conditions, unless the context requires otherwise:

"Company" means any one of Firth Rixson Forgings Limited, Firth Rixson Metals Limited, Entwistle Limited or such other subsidiary of Firth Rixson Limited as is named in the written acceptance of order referred to in clause 1(a) below.

"Customer" means the company, firm, body or person purchasing the Goods.

"Goods" means the subject matter of the Contract including (but not limited to) raw materials, finished or semi-finished materials or articles, machinery, parts, spares, commodities etc and whether one or a number of items whether or not identical or similar (including any such materials articles and commodities etc supplied in connection with the Services).

"Incoterms" means the International Chamber of Commerce rules for the interpretation of trade terms known as Incoterms 2010 or such rules as shall replace Incoterms 2010 during the continuance of this Agreement;

"Services" means work and/or services or any of them to be performed by the Company for the Customer pursuant to the Contract.

References in these conditions to any statutory provision includes a reference to that statutory provision as from time to time, amended, extended or re-enacted and any regulations made under it.

1. GENERAL

- (a) The Company's quotations are not binding on the Company and a Contract (hereinafter referred to as "**Contract**") will only come into being upon acceptance in writing by the Company of the Customer's order and the following conditions shall be deemed to be incorporated therein.
- (b) These terms and conditions are the only ones to which the Contract for the sale or supply of the Goods and/or Services by the Company to the Customer is subject. Any other conditions proposed or stipulated by the Customer in whatever form, written or oral, are hereby expressly waived and excluded. These terms and conditions may not be varied except in writing by a director of the Company. An

acceptance of the Company's quotation for the sale or supply of the Goods or Services or of delivery of the Goods implies an unconditional acceptance of these terms and conditions.

2. PRICES

- (a) Where the Goods are sold by reference to the Company's published price list the price payable for the Goods shall be the ruling price as published in the price list current at the date of despatch of the Goods from the Company's works.
- (b) In other cases the price stated in the Contract is based on the cost to the Company of raw materials, fuel and power, transport and labour and other costs at the date of acceptance of the order or quotation (whichever is the earlier). If at the date of despatch of the Goods from the Company's works there has been any increase in all or any of such costs the price payable for the Goods may at the request of the Company be increased accordingly.
- (c) Where the price for the Goods is varied in accordance with this condition the price as varied shall be binding on both parties and shall not give either party any option of cancellation.
- (d) There shall be added to the price for the Goods any value added tax and any other tax and duty relating to the manufacture, transportation, export, import, sale or delivery of the Goods (whether initially charged on or payable by the Company or the Customer) and (where appropriate) all freight and carriage charges incurred by the Company.
- (e) Quotations in a currency other than Sterling are based on the rate of exchange at the time of quoting and unless otherwise stated the price may be subject to revision up or down if any different rate of exchange is ruling at the date of invoice.
- (f) All prices quoted by the Company to the Customer are confidential information of the Company, and the Customer shall use its best efforts to keep such information confidential.

3. TERMS OF PAYMENT

- (a) Prices quoted are net and are in Sterling unless otherwise agreed. Subject to credit being approved or unless otherwise agreed in writing accounts are due for payment not later than the end of the month following the month of invoice otherwise payment must be received by the Company before delivery. Where Goods are sold on an ex-works basis, they shall be invoiced by the Company to the Customer immediately upon the Customer being advised in writing (by post, facsimile transmission or email) that the Goods are available for collection by the Customer, and if a period of credit has been approved by the Company, such credit period shall commence with immediate effect. When deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and be payable accordingly. Failure to pay for any Goods or for any delivery or instalment shall entitle the Company to suspend further deliveries and work both on the same order or on any other order from the Customer without prejudice to any other right the Company may have. The Company reserves the right where genuine doubts arise as to a Customer's financial position or in the case of failure to pay for any Goods or any delivery or instalment as aforesaid to suspend delivery of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided. Where Goods are to be exported from the United Kingdom, payment must be made in accordance with the terms specified in the Contract or if none then against delivery of the Goods in accordance with the Incoterm specified in the Contract or where such delivery would take place outside the United Kingdom, upon production of the relevant shipping documents unless credit arrangements within the United Kingdom approved by the Company have been made.
- (b) If any payment is not made on or before the date for payment, the Company reserves the right to charge interest at 2% per month from the date due for payment until the day payment is received by the Company. Such interest shall run from day to day and shall accrue after as well as before any judgement and shall be compounded monthly on the amounts overdue until payment thereof.
- (c) Time of payment by the Customer shall be of the essence of the Contract.

- (d) The Company shall, in respect of all unpaid debts from the Customer, have a general lien on all Goods and property of the Customer (whether or not paid for), in the possession of the Company and shall be entitled, upon the expiration of 14 days notice, to dispose of such Goods or property as it thinks fit and to apply the proceeds towards such debts.
- (e) Under no circumstances except with the Company's consent shall the Customer withhold payment of any amount due to the Company under the Contract because of a disputed claim of any nature nor shall the Customer be entitled to claim a right of set off or counterclaim in respect of any of the Company's obligations arising in respect of matters other than the Contract.
- (f) The Company is authorised to apply toward any payment of any monies due to the Company hereunder any sums now or hereafter owed by the Company (or any affiliate of the Company) to the Customer (or any affiliate of the Customer).

4. TITLE TO GOODS

- (a) Legal and beneficial ownership of Goods shall remain with the Company until payment in full has been received by the Company:
 - (i) for those Goods;
 - (ii) for any other Goods supplied by the Company;
 - (iii) of any other monies due from the Customer to the Company on any account.
- (b) Until property in the Goods passes to the Customer under paragraph (a) above the Customer shall:
 - (i) be the bailee of the Goods;
 - (ii) store or move all Goods that are the property of the Company in such a way that they are readily identifiable as such to insure the same for their full value and to make a note in its accounting records that the Goods are the property of the Company;
 - (iii) not attach the Goods to real property without the Company's consent.

- (c)
 - (i) Notwithstanding paragraph (a) above the Customer may (as between it and its customer only) as principal in the ordinary course of its business sell the Goods by bona fide sale at full market value or in the ordinary course of its business use the Goods.
 - (ii) Goods shall be deemed sold or used in the order delivered to the Customer.
 - (iii) Any resale by the Customer of Goods in which property has not passed to the Customer shall (as between the Company and the Customer) be made by the Customer as Agent for the Company.
- (d) At any time prior to property in Goods passing to the Customer (whether or not any payment to the Company is then overdue or the Customer is otherwise in breach of any obligation to the Company) the Company may without prejudice to any other of its rights:
 - (i) retake possession of all or any part of the Goods and enter any premises for that purpose (or authorise others to do so) which the Customer hereby authorises;
 - (ii) require delivery up to it of all or any part of the Goods;
 - (iii) terminate the Customer's authority to resell or use the Goods forthwith by written notice to the Customer which authority shall automatically terminate upon the occurrence of any of the events set out in clause 9(b).
- (e) The Company may at any time appropriate sums received from the Customer as it thinks fit notwithstanding any purported appropriation of the Customer.
- (f) Where the property in the Goods has not passed the Company may nevertheless maintain an action against the Customer for the purchase price and all other monies owing to the Company in relation to the Goods notwithstanding Section 49 of the Sale of Goods Act 1979.
- (g) The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company.

- (h) From the time of delivery until title in the Goods passes to the Customer in accordance with clause 4(a), the Customer shall insure the Goods for their full value with a reputable insurer and, if the Supplier so requests, ensure that the Supplier's name is noted on the insurance policy. Until title in the Goods passes to the Customer, the Customer shall hold the proceeds of any claim on such insurance policy on trust for the Supplier and shall immediately account to the Supplier with the proceeds.
- (i) Each paragraph and sub-paragraph of this clause is separate severable and distinct.

5. WARRANTY: LIMIT OF RESPONSIBILITY

- (a) The Company warrants that it will at the Company's choice either repair or replace, or refund the full purchase price on any Goods which are found in relation to the supply of Goods within a period of six months from despatch of such Goods from the Company works ("**warranty period**") to be defective or not in accordance with the Contract or any express description or representation given or made by or on behalf of the Company in respect of the Goods save that this warranty shall not apply where the defect or fault is attributable to defective materials supplied by third parties where the Customer's only remedy will be against that third party.
- (b) The Customer's remedies in respect of any claim under the foregoing express warranty or any condition or warranty implied by law or any other claim in respect of the Goods or any workmanship in relation thereto (whether or not involving negligence on the part of the Company) shall in all cases be limited to repair, replacement or refund of the purchase price as aforesaid and except as set out in this condition 5, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non supply or delay in supplying the Goods or Services are excluded to the extent permitted by law.
- (c) The Company shall not in any circumstances be liable to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with, the supply, non supply or delay in supplying the Goods or Services or otherwise in connection with the Contract:
 - (i) loss or damage incurred by the Customer as a result of third party claims;

- (ii) loss of actual or anticipated profits;
 - (iii) loss of business opportunity;
 - (iv) loss of anticipated savings;
 - (v) loss of goodwill;
 - (vi) injury to reputation; or
 - (vii) any indirect, special or consequential loss or damage howsoever caused.
- (d) A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of any order or any part thereof shall not entitle the Customer to cancel or refuse delivery of or payment for any other order, delivery or instalment or any part of the same order, delivery or instalment.
- (e) The Company shall be under no liability:
- (i) unless the Customer gives to the Company written notice and details of the defect within the period specified in clause 5(a);
 - (ii) unless the Customer returns the Goods at the Customer's cost to the Company if required by the Company or otherwise gives the Company's representative adequate opportunity to inspect the Goods and remove samples for analysis;
 - (iii) if the Goods have been subjected to any manufacturing process;
 - (iv) if the Customer has not used, kept, maintained or dealt with the Goods properly and in accordance with the Company's instructions or directions issued from time to time;
 - (v) for the repair or replacement of expendable items;
 - (vi) for the repair or replacement of fair wear and tear consistent with the application of the Goods;

- (vii) if the Customer has permitted persons other than the Company or the Company's authorised representatives to effect any repair or replacement of parts, or maintenance or adjustments to the Goods;
 - (viii) if the Goods have not been paid for in full; or
 - (ix) if the Customer has used any spares or replacements not authorised by the Company.
- (f) The warranty contained in clause 5(a) is not transferable without the Company's written consent.
- (g) All descriptions, depictions and other particulars supplied by the Company in catalogues, price lists or other documents issued by the Company or statements made by word of mouth are given for general information purposes only and the Customer acknowledges that it is not entering into the Contract in reliance thereupon.
- (h) If any part of this clause is found to be unenforceable or otherwise ineffective, it shall to the extent of such ineffectiveness or unenforceability be deemed severable from any other part.

6. DELIVERY AND COMPLETION DATES

- (a) The delivery dates specified in the Contract are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery. The Company will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver.
- (b) No delay shall entitle the Customer to reject any delivery or any further instalment or part of the order or any other order from the Customer or to repudiate the Contract or the order.
- (c) Should expedited delivery be agreed and necessitate overtime or additional costs, such costs and overtime expenses shall be paid by the Customer.
- (d) If a delivery by the Company, or the acceptance by the Customer of a delivery, is delayed or prevented because the manufacture of the Goods, their delivery to the Customer's works by usual route, or the consumption or use of the Goods by the Customer in the ordinary course of its business has been or is being prevented or

hindered by circumstances beyond the reasonable control of either party, including any form of Government intervention, strikes and lockouts relevant to the Contract, civil disturbance, wars, acts of Queen's enemies, act of God, fire, storm, flood, tempest, seizure, arrest or requisition of Goods or raw materials, non-availability of power, breakdown of plant or any other matter outside the control of that party, such delivery shall be suspended, and if it cannot be made within a reasonable date after the due date, the Contract may be cancelled by either party by letter, fax or telex to the other. The Customer shall pay the Company such sum as may be equitable in respect of any work performed prior to any such cancellation. Where more than one delivery is to be made under the Contract, deliveries not so cancelled will be resumed as soon as the circumstances causing the delay cease, but, except where the Company otherwise agrees in writing, the period during which deliveries are to be made will not be extended.

- (e) If the Goods or any part of them are received by and or delivered to the Customer (or its servants or agents), then, notwithstanding the provisions of sections 35 and 35A of the Sale of Goods Act 1979, the Customer shall be deemed to have accepted those Goods and (where applicable) the whole of them.

7. DAMAGE, SHORTAGE OR LOSS IN TRANSIT

- (a) Unless otherwise specified prices quoted are **ex works**, risk shall pass on despatch from the Company's works and the Company accepts no responsibility for damage or loss in transit. Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with.
- (b) Where the Contract provides for delivery elsewhere than at the Company's site, risk will pass at the point specified in the Contract and the Company will entertain a claim by the Customer in respect of loss or damage in transit only if the Customer:
 - (i) gives written notice to the Company within 21 days of non-delivery or within seven days of the delivery of the Goods in any case; and
 - (ii) where the Goods are transported by an independent freight carrier, complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damages in transit.

- (c) The Company reserves the right to over- or under-deliver the quantities of the Goods ordered by a margin of 5 per cent.

8. DELAYED ACCEPTANCE

If for any reason the Customer is unable to accept delivery of the Goods when the Goods are due and ready for delivery the Company may arrange storage of the Goods at the Customer's risk and the Customer shall be liable to the Company for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right which the Company may have in respect of the Customer's failure to take delivery of the Goods or pay for them in accordance with the Contract.

9. TERMINATION

- (a) On or at any time after the occurrence of any of the events in clause 9(b), the Company may:
 - (i) stop any Goods in transit;
 - (ii) suspend further deliveries to the Customer or performance of the Services;
 - (iii) exercise its rights under condition 4; and
 - (iv) terminate any Contract forthwith by giving notice to that effect to the Customer.
- (b) The events are:
 - (i) the Customer being in breach of any obligation under a Contract or these Conditions; or
 - (ii) a meeting being convened, a petition presented, an order made, an effective resolution passed, or notice given for the Customer's winding up or dissolution (other than for the sole purpose of amalgamation and reconstruction); or
 - (iii) an application being made, or resolved to be made by any meeting of the Customer's directors or members, for an administration order in relation to it

- or any party gives or files notice of intention to appoint an administrator of it or such an administrator being appointed; or
- (iv) an incumbrancer taking possession, or a receiver or manager or administrative receiver being appointed, of the whole or any part of the Customer's assets; or
 - (v) the Customer ceasing or suspending payment of any of its debts or being unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or
 - (vi) a proposal being made for a composition in satisfaction of the Customer's debts or a scheme or arrangement of its affairs including a voluntary arrangement within the meaning of part I of the Insolvency Act 1986.
- (c) If the Customer fails to take delivery of the Goods or commits any breach of these terms and conditions the Company may, without prejudice to its other rights and remedies, suspend performance of or terminate this Contract and/or any other Contract between the Customer and the Company, by notice in writing to the Customer. The Company shall also be entitled in addition to or as an alternative to suspension or termination, to require immediate payment for all Goods delivered under this and any other Contract subsisting between the parties or (at the Company's option) security for payment satisfactory to the Company. In the event of termination under the provisions of this clause the Company shall be relieved of all liability under this Contract and any other Contract so terminated but such termination shall be without prejudice to any claim or right the Company might otherwise have against the Customer.
- (d) Cancellation of an order by the Customer, in whole or in part (except under the provisions of clause 6(d)), may not be effected except with the Company's written consent, and in such event the Customer will reimburse the Company, together where appropriate with a sum equivalent to the Company's lost profit thereon, for any expenditure or costs incurred by the Company in relation to the order or such part of it so cancelled.

10. HIREWORK

- (a) Hirework and work involving the use of the Customer's materials is undertaken by the Company only on the express understanding that the Company cannot be responsible for any distortion, faults or defects which appear or develop during, or are caused by the work, howsoever arising, even resulting from any fault or negligence or mistake of the Company. The Company gives no guarantee or warranty of any kind but subject to the availability of capacity and facilities it will endeavour to correct any such distortion, faults or defects at the Customer's expense and risk.
- (b) Unless it is otherwise expressly agreed in writing any waste material resulting from the performance of any hirework shall become the property of the Company but is herein expressly agreed between the Company and the Customer that the Company may at any time order the Customer to remove any such waste material and the Customer hereby agrees that on receipt of any such order from the Company it will forthwith comply with such order.
- (c) The Customer agrees that it will reimburse the Company for any damage caused to any plant or machinery of the Company by the material supplied by the Customer to the Company.

11. TOLERANCES AND TESTS

Gauges, weights, chemical composition and analysis, quantities and sizes will so far as possible be adhered to but reasonable excesses and deficiencies thereof shall be accepted by the Customer, who shall not be entitled to reject any Goods or to the replacement of any Goods on the ground that they are not precisely as specified. Unless otherwise specifically agreed all tests, test pieces and inspections, whatsoever required by the Customer will be charged extra. Unless specifically requested by the Customer, tests of chemical composition shall be based only on the ladle analysis which shall be final. All tests and inspections (whether or not being test of chemical composition) shall take place under the Company's standard testing arrangements, and such test shall be final. All tests are subject to analytical tolerances.

12. PATENTS

The Customer shall indemnify the Company against all actions, costs (including the cost of defending any legal proceedings) claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the Company with the Customer's instructions, whether express or implied.

13. INDEMNITY

The Customer agrees upon demand to indemnify the Company against all losses, damages, injury, costs and expenses of whatever nature suffered by the Company to the extent that the same are caused by or relate to:

- (i) designs, drawings or specifications given to the Company by the Customer in respect of Goods produced by the Company for the Customer; or
- (ii) defective materials or products supplied by the Customer to the Company and incorporated by the Company in Goods produced by the Company for the Customer; or
- (iii) the improper incorporation, assembly, use, processing, storage or handling of Goods by the Customer.

14. NON-STANDARD ORDERS

Where the customer orders Goods or materials of a type, size or quality not normally produced by the Company, the Company will use all reasonable endeavours to execute the order, but if it proves impossible, impracticable or uneconomical to carry out or complete the order, the Company reserves the right to cancel the Contract or the uncompleted balance thereof, in which event the Customer will only be liable to pay for the part thereof actually delivered.

15. CONSUMER PROTECTION ACT 1987 - INFORMATION AND LIABILITY

- (a) All warnings, data sheets, diagrams and other information as to the use, storage, construction, assembly or disposal of the Goods which are made available to the Customer before, at the time of or after the time of supply of the Goods to the

Customer ("**data**") shall be complied with by the Customer or (as the case may be) supplied by the Customer to any person to whom the Customer supplies the Goods or any product in which the Goods are incorporated, and the Customer shall impose a similar requirement on such person. The Customer shall indemnify the Company in full against all liabilities, costs, claims, demands and expenses resulting from any failure by any person other than the Company to comply with the data or to make the data available to any other person.

- (b) The Customer will notify the Company of any intended application of the Goods other than that contemplated in the information referred to in sub-paragraph 15(a) above so as to enable the Company to consider whether or not the Goods would be safe for use in such application.
- (c) The Company shall not be liable to the Customer in respect of any defect in the Goods (under the provisions of the Consumer Protection Act 1987 or otherwise) where such defect is attributable to any act or default of a person other than the Company, unless the Customer is a person who suffers damage within the meaning of Section 5 of the Consumer Protection Act 1987 (death of or personal injury to or loss or damage to any property of a consumer of products).

16. PATTERNS DIES, TOOLS, DRAWINGS AND EQUIPMENT

- (a) Where the Customer supplies patterns, dies, tools, drawings or equipment, the Company shall be entitled to assume that the same are in good condition, true to drawings and entirely suitable to the Company's methods of production, and for the production of the Goods ordered in the quantities required. When new patterns, dies, tools, drawings or equipment are to be made, the Company requires (for mutual benefit) to be consulted.
- (b) While the Company uses all reasonable endeavours to verify patterns, dies, tools, drawings and equipment supplied by the Customer no responsibility is accepted by the Company for their accuracy.
- (c) All replacements, alterations and repairs to the Customer's patterns, dies, tools, drawings and equipment shall be paid for by the Customer.

- (d) Where the patterns, dies, tools, drawings and equipment are not supplied by the Customer only those which are specially made by the Company and separately charged to the Customer in full, shall, when paid for by the Customer become the property of the Customer.
- (e) Carriage on patterns, dies, tools and equipment supplied by the Customer will be paid by the Company in one direction only.
- (f) The Company will take all reasonable care of the Customer's patterns, dies, tools, drawings and equipment while in the Company's possession but does not accept liability for loss or damage thereto, howsoever arising, except where neglect on the part of the Company or its agents was the direct cause of loss or damage and in those circumstances the Company's liability shall be limited to the actual cost of replacement or repair to the exclusion of all other expenses, direct or consequential losses, loss of profits and other expenses, liabilities and losses howsoever arising.
- (g) The Company reserves the right to destroy or otherwise dispose of patterns, dies, tools, drawings and equipment in its possession or custody (whether or not the property of the Customer) from which the Customer has not required Goods to be made for a period of 12 months or more in the case of patterns and three years or more in all other cases.

17. PACKING

- (a) Unless otherwise specified, packing cases and packing materials will be charged extra, but where stated to be returnable, will be credited in full on return to the Company's works carriage paid in good condition, within one month of receipt by the Customer.
- (b) The Company uses its best endeavours to ensure, where necessary, suitability of packing before despatch, but no claim will be accepted by the Company for breakage or damage in transit on the ground of alleged unsuitability of packing.

18. ASSIGNMENT AND SUB-CONTRACTING

- (a) None of the rights or obligations of the Customer under the Contract may be assigned or transferred in whole or in part without the prior written consent of the Company.

- (b) The Company shall be entitled to sub-Contract any work relating to the Contract without obtaining the consent of, or giving notice to, the Customer.

19. ARBITRATION

If the Contract is an international supply contract as defined by section 26 of the Unfair Contract Terms Act 1977 and the Customer has its place of business or habitual residence in a country outside of the European Union then any dispute, difference of question which shall at any time arise between the parties to the Contract as to the construction, meaning or effect of these conditions or the rights and liabilities of the parties or otherwise howsoever arising relating thereto shall be referred to the decision of a single arbitrator to be nominated in the event of a disagreement between the parties by the President for the time being of the London Chamber of Commerce such arbitration to take place in London in accordance with International Chamber of Commerce Rules and this clause shall be deemed to be an arbitration agreement within the meaning of the Arbitration Act 1996.

20. NOTICES

- (a) Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post, facsimile transmission or email.
- (b) Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; if sent by facsimile transmission, at the time of transmission if sent by email, at the time that the email enters the email system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender.

21. INVALIDITY

The invalidity, illegality or unenforceability of any provision of these conditions should not affect the other conditions.

22. APPLICABLE LAW

The Contract shall in all respects be governed by and construed in accordance with English Law and subject to clause 19 the Customer hereby submits to the exclusive jurisdiction of the English Courts.

23. THIRD PARTIES

A person who is not party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Contract. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

24. WAIVER

No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or any later breach.

25. ENTIRE AGREEMENT

The Contract constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes/cancels and nullifies any previous agreement between the parties relating to such matters.