

Terms of Use

This web site, www.EnCoreAerospace.com, and all subsidiary sites (collectively, the "Site") are a service of EnCore Corporate, Inc., a California corporation ("EnCore", "us", "our" or "we"). These Terms of Use ("Terms of Use") set forth the terms and conditions that apply to your use of and access to the Site.

"BY ACCESSING OR USING THE SITE, REGISTERING WITH THE SITE AND/OR BY CHECKING THE BOX SIGNIFYING YOUR ACCEPTANCE OF THESE TERMS OF USE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE (WITHOUT RESERVATION OR MODIFICATION), YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE SITE, **AND YOU SHOULD IMMEDIATELY EXIT THE SITE.**

PLEASE NOTE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE OR LOCATED ANYWHERE ON THE SITE, THE SITE IS PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND IS SUBJECT TO ALL OF THE LIMITATIONS TO OUR LIABILITY SET FORTH IN SECTIONS 6 AND 8 BELOW.

WE MAY REVISE THESE TERMS OF USE AT ANYTIME. WHEN WE DO, WE WILL ALSO REVISE THE "LAST UPDATED" DATE AT THE BOTTOM OF THESE TERMS OF USE. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE CURRENT TERMS OF USE. THE MOST CURRENT VERSION OF THE TERMS OF USE CAN BE REVIEWED BY CLICKING ON THE "TERMS OF USE" HYPERTEXT LINK LOCATED AT THE BOTTOM OF OUR WEB PAGE. YOUR CONTINUED ACCESS AND/OR USE OF THE SITE AFTER WE POST ANY REVISED TERMS OF USE CONSTITUTES YOUR AGREEMENT TO ANY SUCH REVISED TERMS OF USE.

WE MAY MODIFY, SUSPEND, DISCONTINUE AND/OR RESTRICT THE USE OF ALL OR ANY PORTION OF THE SITE INCLUDING, WITHOUT LIMITATION, THE AVAILABILITY OF ANY CONTENT CONTAINED ON THE SITE AT ANY TIME FOR ANY REASON (OR FOR NO REASON) AND WITHOUT NOTICE OR LIABILITY.

1. GENERAL USE PROVISIONS.

1.1. Site Usage. Subject to these Terms of Use including, without limitation, Section 2 below, you may access and use the Site solely to view information about EnCore, including without limitation products and services offered by EnCore, ONLY for your own internal business purposes. You agree not to access or use the Site for any other purpose including, without limitation, any purpose that is prohibited by these Terms of Use or that is otherwise unlawful. You agree further that you will comply with all applicable federal, state, local and international laws, statutes, ordinances, rules, regulations, permit and license requirements, administrative or judicial orders, or international agreements, compacts or treaties (collectively, "Laws"), or any private agreements of any kind, regarding your use of the Site. We may, in our sole discretion, terminate or suspend your access to and/or use of the Site, or any portion thereof, at any time, with or without notice and for any reason or no reason. You agree that (a) if your authorization to access the Site is terminated, you will not thereafter access, or attempt to access, the Site, directly or indirectly, and (b) if your authorization to access the Site is suspended, you will not thereafter access, or attempt to access, the Site, directly or indirectly, until your suspension is lifted and we give you express written notice thereof.

1.2. Information Provided. If you provide any information to us, you agree to provide only true, accurate and complete information. You also agree to update all such information promptly after any change. You further agree that you will not provide any information to the Site that, when we use it as authorized or as reasonably anticipated, may: (a) infringe a copyright or trademark, or any other intellectual property right, (b) violate the privacy rights of another person or entity, or (c) violate any applicable Laws or private agreements.

1.3. Use of Content. You may print, send by e-mail or post on a social or business networking site articles, press releases and photographs displayed or transmitted on or through the Site (collectively, the "Content") that you are authorized to access, but only if you (a) transmit the Content with an acknowledgment of the source (www.EnCoreAerospace.com), (b) transmit the Content whole, unmodified and complete, so that no notices, disclaimers, disclosures, identifying information or other content are deleted, obscured, changed or moved, and (c) strictly comply with these Terms of Use, including without limitation Section 2 below.

2. RESTRICTIONS. Other than transmitting specific Content as provided in Section 1.3 above, you may not (and you agree that you will not) reproduce, alter, modify, create derivative works, distribute, perform or display any Content or any copy thereof without first receiving our express written permission. You further agree not to, without first obtaining our express written permission, (a) use any of our trademarks as metatags on other web sites, (b) use the Site in violation of any Laws or in a manner that impairs the operation of the Site or its availability or use by others, (c) display any part of the Site in frames (or any Content via frames or in-line links), and/or (d) use or access, or attempt to use or access, any portion of the Site for which registration is required unless you are a Registered User (as defined in Section 3

below) who is expressly authorized to access that portion of the Site. You further agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Site, and not to insert any code or product or manipulate the Site in any way that affects the user's experience including, without limitation, taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the Site. You further agree not to use any data mining, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction method in connection with your use of the Site except for customary search engines used in accordance with automated instructions directed to search engines and available on the Site.

3. REGISTRATION. Certain portions of the Site may be accessible only to users that register to use those portions of the Site ("Registered Users"). If you register to use the Site, you will choose, or be issued, a username and password and, once you have a username and password, you will be considered a Registered User and issued an account to use the Site. However, we may terminate your status as a Registered User for any reason (or no reason) with or without notice to you, and you agree not to access the Site at anytime after we give you notice of such termination. You may not authorize any third party to access and/or use your username, password or account on your behalf. Accordingly, you agree to protect your username and password by, among other things, keeping your username and password confidential. You agree to notify us immediately of any unauthorized use of your username, password or account. If, notwithstanding the foregoing obligation, you allow another party to use your account, you will be responsible for all use by the party using your account.

4. Intellectual Property. Except for any portion of the Content that is in the public domain, the Site and all Content, as well as the selection and arrangement of the Content, is owned by (or licensed to) EnCore and is protected by state, federal and/or international copyright, trademark, trade name, trade dress, unfair competition, and/or other statutes, treaties or common law. No portion of the Content may be used, copied or imitated in whole or in part except as expressly provided in Section 2 above. The names and trade dress for EnCore and all related trade names, trade dress, service marks and/or trademarks are either trademarks or registered trademarks of EnCore or its licensors, and, except as expressly provided in Section 2 above, may not be copied, imitated or used, in whole or in part, without our prior written permission. Without limiting the foregoing, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of EnCore or its licensors and may not be copied, imitated, or used, in whole or in part, without our prior written permission, except as expressly provided in Section 2 above. Except as otherwise expressly provided in these Terms of Use, all rights in and to the Site and Content are expressly reserved by EnCore.

5. LINKING AND THIRD PARTY DEALINGS.

5.1 Links to External Sites. We may provide hyperlinks to other web sites and Internet resources operated by parties other than EnCore. We have no control over such sites and resources or their privacy policies. Such hyperlinks are provided for your reference only. The inclusion of hyperlinks to such web sites does not imply any sponsorship, affiliation or endorsement of the material on such web sites or with their operators.

5.2 Linking to the Site. You may not link to the Site from your web site, directly or indirectly, without first receiving EnCore's express written permission.

6. NO WARRANTIES. The Site is provided on an "**AS IS**", "**WITH ALL FAULTS**", AND "**AS AVAILABLE**" basis. We assume no liability or responsibility for any errors or omissions in respect of the Site including, without limitation, any errors or omissions with respect to any Content. You acknowledge and agree that you assume sole responsibility for ensuring that all Content is accurate and up to date. Further, we do not represent or warrant that any aspect of the Site will work properly or will be continuously available. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR SOLE DISCRETION AND RISK. WE AND OUR CUSTOMERS, SUPPLIERS AND BUSINESS "PARTNERS" HEREBY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, TIMELINESS, AVAILABILITY, COMPLETENESS, REASONABLE CARE, SECURITY, RELIABILITY, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE AND/OR ANY OF OUR SUPPLIERS KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), IN EACH INSTANCE WITH RESPECT TO THE SITE (INCLUDING, WITHOUT LIMITATION, THE CONTENT). FURTHERMORE, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT IN RESPECT OF THE SITE (INCLUDING, WITHOUT LIMITATION, THE CONTENT). Some jurisdictions do not allow implied warranties to be excluded or modified, so not all of the above limitations may apply to you.

7. INDEMNIFICATION. You hereby agree to indemnify and hold harmless EnCore and its affiliates, officers, directors, employees, managers, members, agents, attorneys, consultants, information providers, suppliers and licensees (collectively, "Indemnified Parties") from and against any and all claims, demands, obligations, liabilities, indebtedness, breaches of representations, breaches of warranty, breaches of contract, breaches of any duty or any relationship, acts, omissions, misfeasance, malfeasance, manner of actions and causes of action, suits, rights, damages, losses, debts, costs

and expenses whatsoever, in law or in equity, including, without limitation, reasonable attorney's fees, incurred by the Indemnified Parties in connection with any claim arising out of (a) your access to and/or use of the Site including, without limitation, any Content, (b) any breach of any of these Terms of Use by you or, if applicable, any user of your account or of any site to which you link the Site, and/or (c) any allegation which, if true, would constitute a breach of any of these Terms of Use by you or, if applicable, any user of your account.

8. LIMITATION OF LIABILITY. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL ENCORE AND/OR ANY OF THE INDEMNIFIED PARTIES BE LIABLE FOR (A) ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, THE LOSS, DELAY OR INABILITY TO USE THE SITE, THE LOSS OF ANY CONTENT OBTAINED THROUGH THE SITE, AND/OR THE INACCURACY OF ANY CONTENT, AND/OR (B) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE AND/OR OTHERWISE ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT), IN EACH OF (A) AND (B) ABOVE WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STATUTORY CLAIMS, STRICT LIABILITY OR OTHERWISE AND EVEN IF ENCORE AND/OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL EVENTS, ENCORE'S AND INDEMNIFIED PARTIES' AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE AND/OR THE USE OR PERFORMANCE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STATUTORY CLAIMS, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO \$5.00. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

9. RELEASE. In the event that you have a dispute with any person or entity arising from your use of the Site, you hereby forever release EnCore (and all Indemnified Parties) from all claims, demands, obligations, liabilities, indebtedness, breaches of representations, breaches of warranty, breaches of contract, breaches of any duty or any relationship, acts, omissions, misfeasance, malfeasance, manner of actions and causes of action, suits, rights, damages, losses, debts, costs, expenses and attorneys' and other fees whatsoever, in law or in equity, of every kind and nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with such dispute. If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Whether or not you are a California resident, you waive and relinquish all rights and benefits under any legal principle with an effect similar to California Civil Code §1542 in any jurisdiction with respect to the release granted above in this Section 9.

10. PRIVACY. Any information that we collect from you on the Site is subject to our [Privacy Policy](#). You consent to the collection and use of such information as set forth in our Privacy Policy.

11. GOVERNING LAW, JURISDICTION, VENUE, ATTORNEYS' FEES AND STATUTES OF LIMITATION. The Site is hosted on servers located in the United States. These Terms of Use, and all matters arising out of or relating to the Site, shall be governed by the laws of the United States and the State of California, without giving effect to the conflict of law provisions thereof and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Additionally, the Uniform Computer Information Transaction Act shall not apply to these Terms of Use or the Site. In the event you desire to initiate any suit against EnCore arising out of or relating to the Site and/or these Terms of Use, you agree to bring such suit in the state or federal courts sitting in the Central District of California, unless no federal subject matter jurisdiction exists, in which case you agree to bring such suit in Orange County Superior Court. You further agree that we may initiate a suit against you arising out of or relating to the Site and/or these Terms of Use in such courts and you hereby waive all rights you may have or which may hereafter arise to contest jurisdiction or venue in such courts. If we bring any suit against you to enforce these Terms of Use or otherwise in connection with your use and/or access of the Site, you agree that if we prevail in such suit we shall be entitled to recover all costs and expenses incurred in such suit including reasonable attorneys' fees. You agree that any cause of action that you may bring arising out of or related to these Terms of Use and/or the Site must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.

12. Miscellaneous. These Terms of Use and any other terms and conditions that may appear on the Site from time-to-time (including, without limitation, additional representations that we may ask you to make when submitting information to the Site) contain the full understanding with respect to your use and access of the Site and supersede all prior or contemporaneous agreements, terms, conditions and understandings, both written and oral, with respect to such use and access of the Site. You may not transfer any rights or obligations you may have to your account or under these Terms of Use without our prior written consent. We may transfer our rights under these Terms of Use without your consent. If any portion of these Terms of Use is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remainder of these Terms of Use shall remain in full force and effect. A printed version of these Terms of Use of Use and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of EnCore to insist upon or enforce strict

performance by you of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. None of our rights or remedies conferred by these Term of Use are exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time. You may not use the Site in any jurisdiction that does not give effect to all provisions of these Terms of Use. We may provide notice to you relating to the Site and/or these Terms of Use by any reasonable means including, without limitation, sending an e-mail to your last known e-mail address, and any such e-mail notice shall be deemed given and received on the day it is sent.

Last Updated on June 12, 2013