

The Paslin Company Purchase Order Terms and Conditions for Equipment Installment and Other Services
(Dated June 17, 2019)

1. TERMS OF THE AGREEMENT

"Buyer" means The Paslin Company and "Seller" means the vendor or subcontractor identified on the face of the Purchase Order. Both Buyer and Seller are referred to herein as the "parties" and each, individually, as a "party."

These Purchase Order Terms and Conditions for Equipment Installment and Other Services (the "Terms") apply to the purchase of "Services" (as defined in this paragraph and in Section 2 below) identified in any "Purchase Order" (as hereinafter defined) issued by Buyer to Seller which references these Terms. A purchase order issued by Buyer to Seller ("Purchase Order") for the procurement of installment work or other services (collectively "Services") is an offer by Buyer to Seller for the purchase of such Services pursuant to the Purchase Order, these Terms, and, unless expressly provided otherwise on the face of the Purchase Order, any other of Buyer's documents and additional terms and conditions referenced therein or herein, including but not limited to any referenced request(s) for quotation (collectively, the "Agreement"), to the extent that such other or additional documents or terms and conditions are not inconsistent with the express terms of the Purchase Order.

The Agreement is formed when the Seller accepts the Purchase Order. Such acceptance occurs upon the earlier of: (a) the Seller beginning work or performance under the Purchase Order; or (b) the Seller notifying the Buyer of Seller's acceptance of the Purchase Order. THE PURCHASE ORDER IS LIMITED TO AND CONDITIONAL UPON SELLER'S ACCEPTANCE OF THE TERMS OF THE AGREEMENT EXCLUSIVELY.

A Purchase Order does not constitute an acceptance by Buyer of any prior proposal, quotation, offer, or any term or condition proposed or submitted by Seller. These Terms and the terms of the Purchase Order shall exclusively represent and embody the parties' contract as to the subject matter thereof and hereof. Any reference in the Purchase Order or in any other document to any term or condition in the Seller's proposal or quotation, or in any other statement, communication or document of Seller, shall be for reference only and shall not be a part of the Agreement.

Unless specifically agreed to in a writing signed by Buyer's authorized Purchasing Department representative, Buyer rejects and shall not be bound by any term or condition that is in addition to or different than the Agreement. In the event of any inconsistency between any provisions in the Purchase Order, these Terms, or any other document incorporated into the Purchase Order or these Terms, the inconsistency shall be resolved by giving precedence to the provision that imposes the greater or greatest obligation upon Seller or, at Buyer's sole discretion, the provision that is more or most favorable to Buyer.

For the avoidance of doubt, the parties' Agreement incorporates the Purchase Order and these Terms and is the entire agreement between the parties respecting the Services and, when accepted by Seller, supersedes any prior agreements, negotiations or understandings of the parties respecting the Services, whether written or oral. No modification of the Agreement shall be effective unless agreed to in a writing signed by Buyer's authorized Purchasing Department representative.

2. SCOPE OF SERVICES

The Services consist of and shall be construed to include those services, supervision, work, labor, and all related activities to be performed by Seller under the Purchase Order, as well as all related materials and other goods provided by Seller to Buyer or Buyer's customer in connection with the Services. All Services provided by Seller shall be in strict compliance with the Agreement and Buyer's applicable specifications. For purposes of the Agreement, "Buyer's applicable specifications" or "Buyer's specifications" shall mean all of Buyer's and its customers' applicable technical, quality, payment, logistical, safety, and other standards, specifications, and policies that are known or to be made known, or that should be known (including but not limited to all such standards, specifications, and policies posted on Buyer's website), to Seller with respect to the Services.

3. PRICES / TERMS OF PAYMENT

The purchase price of the Services is set forth on the face of the Purchase Order. Unless otherwise stated in the Purchase Order, the purchase price: (a) is a firm fixed price for the duration of the Purchase Order and not subject to increase for any reason, including, without limitation, increased raw material costs, increased labor or other manufacturing costs, increased development costs, or any other changes, developments, or conditions; (b) is inclusive of all federal, state, provincial, and local taxes, and any tariffs or customs duties, applicable to provision of the Services, all of which taxes, tariffs, and duties shall be Seller's sole responsibility; (c) is inclusive of all storage, handling, shipment, packaging, and all other expenses and costs incurred by Seller, all of which costs and expenses shall be Seller's sole responsibility.

Unless otherwise stated in the Purchase Order, invoices shall be issued upon Seller's complete performance of the Services in accordance with the Agreement. In no event shall Seller's invoice be enclosed with any shipments. Provided that the Buyer accepts the Services being invoiced, and unless otherwise stated in the Purchase Order, Buyer shall pay invoices which are properly presented and not subject to dispute on an MNS2 schedule (2nd Day of the 2nd Month after Buyer's receipt of the invoice). All payments require proper invoice in advance.

All payment shall be made in U.S. Dollars unless otherwise agreed in a writing signed by Buyer's authorized Purchasing Department representative. Seller shall, at its expense, comply with Buyer's instructions and policies with respect to the form, content and method for submission of invoices. Invoices for charges other than or in excess of the amount shown on the Purchase Order will not be honored without a written acceptance signed by Buyer's authorized Purchasing Department representative.

In addition to any right of setoff or recoupment provided by law, Buyer or Buyer's affiliated companies shall be entitled at any time to set off or recoup against sums payable by Buyer (or its affiliates) to Seller (or its affiliates) any amounts for which the Buyer (or its affiliates) determines in good faith the Seller (or its affiliates) is liable to Buyer (or its affiliates) under any purchase order or other agreements between the Buyer (or its affiliates) and the Seller (or its affiliates). The Buyer (or its affiliates) may do so without notice to the Seller (or its affiliates). Under no circumstances shall Seller (or its affiliates) be entitled to setoff or recoupment against Buyer (or its affiliates).

Payment for Services shall not constitute acceptance of non-conforming Services; nor will it limit or affect any rights or remedies of Buyer under the Agreement or otherwise at law or in equity.

4. SHIPPING / DELIVERY / DELAY

With respect to any shipments made by Seller under the Agreement, Seller will properly pack, mark (with Buyer's Purchase Order number), and ship any and all goods related to the Services (for purposes of this Section, "such goods") and provide related documentation, which must include the Buyer's Purchase Order number, Buyer's Purchase Order line number, Buyer's part number, and quantity, according to the requirements of Buyer, the involved carriers and the country of destination. Seller will promptly provide Buyer with, in the form requested by Buyer, the identity and amount of all ingredients (and any changes in the ingredients) of such goods. All Seller packaging materials, types, size, and standard pack quantity, along with back-up packaging, must be approved by Buyer prior to a shipment. All packaging shall conform to all state, local and federal regulations, with regard to the storage, transportation and disposal of materials. All packaging design and construction shall provide adequate protection of such goods. Buyer assumes no responsibility for Seller's packaging design or performance.

Before and at the time such goods are shipped, Seller will give Buyer sufficient warning in writing (including appropriate labels on all Items, containers, and packing, including, without limitation, disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of such goods, together with any special handling instructions that are needed to advise carriers, Buyer, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of such goods, containers, and packing. Seller agrees to comply with all Laws relating to such materials.

Seller agrees to fulfill any customs- or NAFTA-related obligations, origin marking or labeling requirements, and local content origin requirements. Export licenses or authorizations necessary for the export of Items are Seller's responsibility unless otherwise stated in the Purchase Order, in which case Seller will provide the information necessary to enable Buyer to obtain the licenses or authorizations. Seller will promptly notify Buyer in writing of any material or components used by Seller in filling the Purchase Order that Seller purchases in a country other than the country in which such goods are delivered. Seller will furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the purchase price. If such goods are manufactured in a country other than the country in which such goods are delivered, Seller will mark such goods "Made in [country of origin]." Seller will provide to Buyer and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of such goods into the country in which such goods are delivered. Seller warrants that any information that is supplied to Buyer about the import or export of such goods is true and that all sales covered by the Purchase Order will be made at not less than fair value under the anti-dumping laws of the countries to which such goods are exported.

All shipments must be accompanied by a packing list showing Buyer's order number, quantity shipped, description of the Items, and such other information as Buyer shall require.

All deliveries shall be made during normal business hours to the destination specified by Buyer. Any failure to do so will be penalized by extra handling charges. Unless otherwise specified in the Purchase Order, Seller shall be responsible for all costs of packaging and shipment of such goods. All premium shipping expense and/or related expenses necessary to meet delivery schedules shall be Seller's sole responsibility.

Title to and risk of loss of all such goods shall remain with Seller until delivery and acceptance of such goods by Buyer or Buyer's customer. Equipment or make to drawing parts will become property of Buyer or Buyer's customer (including passage of title) as it is fabricated or acquired, regardless of payment. However, risk of loss of all equipment or make to drawing parts subject to the Purchase Order shall remain with Seller until delivery and acceptance of such equipment or parts at Buyer's or Buyer's customer's plant.

If Seller, for any reason, does not comply with Buyer's delivery schedule, Buyer shall be entitled to back charge supplier up to 10% of the total Purchase Order value for additional cost to recover project timing. In addition, Buyer may (a) approve a revised delivery schedule; (b) require shipment of any such goods by a more expeditious method of transportation; or (c) cover, and adjust any quantity requirement under the Purchase Order accordingly. Buyer's rights under this Section are at Seller's sole expense, at Buyer's sole discretion, and are cumulative and in addition to and without prejudice to any other legal or equitable right or remedy available to Buyer.

Seller shall control such goods to ensure that they are not damaged during transportation to Buyer's designated location. Seller shall adhere to any special packaging and/or preservation requirements under the Purchase Order.

5. QUALITY / NONCOMPLIANT SERVICES

Seller must provide and maintain a quality control system based on the ISO9001 Quality Management System requirements that is approved by Buyer and that meets Buyer's specifications, as they may be amended from time to time at Buyer's sole discretion. Seller shall allow Buyer to review procedures, practices, processes and related documents to determine acceptability of Seller's quality control system.

All Services provided by Seller are subject to Buyer's inspection at any time. If Seller performs any Services that, in Buyer's sole judgment, fail to comply with the Agreement or any of Buyer's specifications, Seller shall, upon Buyer's direction and without impairing any of Buyer's other rights under the Agreement or otherwise, perform all work and take all other steps necessary to bring the Services into compliance with the Agreement and Buyer's specifications at no additional cost to Buyer. Payment shall not constitute a waiver of Buyer's rights to inspect or reject any aspect of the Services. In no event shall Seller have the right to substitute a conforming tender without the prior written approval of Buyer.

Promptly upon learning of any instance of noncompliant Services, Seller shall develop, document and implement corrective actions in accordance with Buyer's specifications.

The Seller shall defend, hold harmless, and indemnify Buyer from and against all direct, indirect, incidental and consequential damages, and all lost profits, other losses and costs, and other expenses, including but not limited to all litigation costs and attorney fees, incurred or to be incurred by the Buyer as a result of Seller's failure to provide the Services or otherwise perform in compliance with this Agreement. Such indemnity obligation shall be as comprehensive as legally permissible and shall include, without limitation, compensating Buyer for any amounts charged by Buyer's customer(s) to Buyer. Should Seller be required to defend Buyer under this Section, or as elsewhere required under this Agreement, Buyer may, at its option, participate in the litigation or other dispute with counsel of Buyer's own choice, and Seller shall be solely responsible for all of Buyer's legal costs and attorney fees. Seller shall not settle any such litigation or other dispute without Buyer's prior knowledge and written consent signed by its authorized representative.

Seller shall continuously verify the quality of the Services. Seller shall notify Buyer in writing about any possible improvement to the Services. Seller must notify Buyer and obtain Buyer's prior written approval for any changes whatsoever that may affect the quality of the Services provided by Seller.

To the extent that any of Buyer's specifications are modified or amended, Seller's obligations under the Purchase Order shall at that time be modified or amended accordingly.

6. CHANGES

All Services shall be strictly performed in accordance with this Agreement and Buyer's specifications. Any exception to such specifications must be expressly set forth in the Purchase Order, at the time of the Purchase Order's issuance, or otherwise set forth in a writing signed by Buyer's authorized representative.

Buyer reserves the right to change the nature and scope of the Services, including, without limitation, Buyer's specifications, engineering level, materials, packaging, or time or place of performance. Seller will promptly comply with any such change.

Seller will not make any change to any of the Services without having received prior authorization in a writing signed by an authorized representative of Buyer. If Seller learns of a possible change to the Services that may reduce costs, improve quality, or otherwise be beneficial to Buyer, Seller shall inform Buyer of the possible change without delay.

Seller will promptly notify the Buyer in writing if a change directed or approved by Buyer will affect cost or timing and will provide Buyer with all documentation and other support necessary to substantiate any claim for any adjustment to account for the change.

If, for any change, the Buyer determines that an equitable price adjustment (up or down), a change in the performance schedule, or any other adjustment may be appropriate, the parties will negotiate the nature and scope of the adjustment in good faith. If the Buyer determines that no adjustment is appropriate, it will so advise the Seller, and Seller will continue to perform pursuant to the Agreement as is.

7. WARRANTY

In addition to any other express and/or implied warranties provided by law or otherwise, Seller represents and warrants to Buyer, Buyer's customer(s) and their respective successors and assigns that any and all of the goods or other materials provided by Seller in connection with the Services shall:

- a) be new and conform to the Agreement in all respects;
- b) conform to Buyer's specifications;
- c) be free from all defects in design, workmanship and materials, and be of highest quality and workmanship;
- d) be selected, designed, manufactured, and assembled based upon Buyer's stated use and be fit for the particular purposes intended by Buyer and its customer(s); and
- e) conform to all applicable federal, state, and local laws in countries where the goods or materials are to be sold.

Seller further represents and warrants to Buyer that title to all such goods and materials shall be vested in Buyer or in Buyer's customer, as the case may be, free and clear of any and all liens and encumbrances of whatsoever nature and kind.

Seller further warrants and represents to Buyer that all Services, including but not limited to all goods and other materials provided as part of the Services, will be original to the Seller and shall be free and clear of, and not infringe upon, any patent, trademark, trade secret, or other "Intellectual Property Right" of any third party. For the avoidance of doubt, Seller represents and warrants to Buyer that all Services and the sale and/or use thereof do not and will not infringe any "Intellectual Property Rights," United States or foreign. For purposes of this Agreement, "Intellectual Property Right" means any right arising under U.S. or foreign law relating to patent, trademark, copyright, moral, industrial design right, or trade secrets.

For all Services, Seller represents and warrants to Buyer that Seller's work under the Agreement will be performed in a safe, professional and workmanlike manner, consistent with the Agreement and all of Buyer's applicable standards and specifications, and otherwise compliant with accepted industry standards.

It is understood that Buyer may extend this warranty to its customer. Buyer's customer shall be entitled to all warranty rights and remedies of Buyer under the Agreement as if a party to it. In the event of Seller's breach of any of the foregoing warranties, Buyer may, at its sole election and in addition to any other rights or remedies it may have under the Agreement or otherwise, recover from Seller all of its direct, indirect, incidental, consequential, and other damages, including, without limitation, all lost profits, costs, and other losses caused by such breach (including but not limited to labor costs associated with the diagnosis and correction of any defect, noncompliance or unfitness) and require Seller, at Buyer's option and Seller's sole expense, to perform the work and take all other steps necessary to bring the Services into compliance with the Agreement and all other applicable Buyer specifications. Seller shall fully reimburse Buyer for any cost or expense, including but not limited to legal costs and attorney fees that Buyer incurs in attempting to remediate or address noncompliant Services provided by Seller.

All warranties of Seller extend to future performance of the equipment and other goods and materials that are the subject of the Services, and such warranties are not modified, waived or discharged, but rather preserved to remain in full force and effect, by and following any inspection, testing, acceptance or payment performed by or received from Buyer, Buyer's customer, or any agent of Buyer. Seller waives any right to notice of breach.

The period of all of Seller's warranties shall be the longest of: (a) four (4) years from the date Buyer accepts Services; (b) the warranty period provided by applicable law; or (c) the warranty period offered by Buyer to Buyer's customer; provided, however, in the case of any recall campaign or other customer satisfaction or corrective service action undertaken by Buyer or its customer, the warranty shall continue for such time period as may be dictated by Buyer's customer or the federal, state, local or foreign government where the equipment that is the subject of the Purchase Order (the "Equipment") is used.

Seller shall immediately notify Buyer in writing when Seller becomes aware of any ingredient, component, design, or any other aspect of the Services that is or may become harmful to persons or property.

8. CUSTOMER REQUIREMENTS

As directed by Buyer in writing, Seller agrees to comply with the terms of any agreements between Buyer and its customer(s) to which Buyer provides the Equipment. Seller will meet all such terms or requirements of Buyer's customer. By written notice to Seller, Buyer may elect to have the provisions of this Section prevail over any conflicting term of the Agreement.

9. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

All goods and other materials, if any, which Seller, its subcontractor, or its supplier prepares or develops for Buyer in the performance and completion of the Services, and all Services-related documents, calculations, designs, programs, financial or accounting information, maps, sketches, notices, reports, data, models and samples, any and all inventions and copyrightable material contained therein and any and all other Intellectual Property Rights contained therein (collectively, "Work Product"), shall become the exclusive property of Buyer upon Buyer's acceptance of the Services, subject to Seller's, its subcontractor's or its supplier's right to use the same to perform the Services under the Agreement. Seller agrees to execute all documents and to take all steps requested by Buyer, at Seller's expense, which Buyer deems necessary or desirable to complete and perfect Buyer's said ownership and Buyer's property rights in all such Work Product.

For the avoidance of doubt, Seller agrees that, to the maximum extent possible under the law, the Work Product is "work made for hire" for Buyer, as such term is defined in 17 U.S.C. § 101, and that all copyrights in such Work Product shall be, and are, owned solely, completely, and exclusively by Buyer. If for any reason the Work Product does not constitute a "work made for hire," the Seller hereby assigns to Buyer, exclusively, all of Seller's right, title, and interest in and to the Work Product, including all corresponding Intellectual Property Rights. Seller agrees to execute all documents requested by Buyer to further evidence the foregoing assignment and to provide all reasonable assistance to Buyer in perfecting or protecting Buyer's rights in the Work Product.

10. BUYER'S PROPERTY

All property which is furnished by Buyer either directly or indirectly to Seller to perform the Agreement or for which Buyer has agreed in a Purchase Order to reimburse or otherwise pay Seller (collectively "Buyer's Property") will become property of Buyer or its customer (including passage of title) as it is fabricated, installed, affixed, attached, or acquired, regardless of payment.

Buyer's Property includes: (a) tooling (including fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related software, appurtenances, accessions, and accessories) (collectively, "Tooling"); (b) packaging; (c) equipment materials or other goods owned by the Buyer that are placed in the possession or control of the Seller for its use in connection with the Services, and (d) all documents, designs, drawings, standards or specifications, trade secrets, proprietary information and other materials and goods relating to the Services. Buyer's Property also includes any modifications, repairs, refurbishments, and replacements of Buyer's Property.

Seller shall use Buyer's Property only for the performance of the Services. Seller shall bear all of the risk of loss of and damage to the Buyer's Property. Seller shall not purchase any Tooling for the account of Buyer or charge Buyer for any Tooling except as authorized in a Purchase Order.

Seller at its own expense shall: (e) keep all Buyer's Property in good working condition and fully insured for the benefit of Buyer at all times while in Seller's possession; (f) keep it segregated from all other assets and labeled as being the property of Buyer, and immediately sign and file any UCC-1 forms required by Buyer in respect thereof; (g) inspect, test and approve it prior to any use; and (h) house, maintain, repair and replace it, except for normal wear and tear.

Seller shall have only temporary possession of Buyer's Property as a bailee-at-will. Seller may not release or dispose of Buyer's Property to any third party without the prior signed written permission of Buyer's authorized representative. Seller may not relocate Buyer's Property without the prior written permission signed by Buyer's authorized representative. Buyer will have the right to enter Seller's premises to inspect any of Buyer's Property therein, as well as Seller's records regarding Buyer's Property. Only Buyer (or Buyer's affiliates) has any right, title or interest in Buyer's Property, except for Seller's limited right, subject to Buyer's sole discretion, to use Buyer's Property in performing the Services. Seller agrees neither to create, nor allow to exist, any liens on Buyer's Property, and Seller agrees to sign any documents reasonably required by Buyer to perfect all rights granted herein. Seller grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any financing statements, notices, or other documents with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property.

Immediately upon Buyer's request for any reason, or upon any bankruptcy or insolvency filing, and without payment of any kind from Buyer, Seller will return or relocate Buyer's Property in accordance with Buyer's instructions, including but not limited to the method and destination of its return or relocation. Seller will give Buyer Seller's full cooperation in this regard. Seller is responsible for labor and all other costs incidental to such return or relocation. Seller will provide Buyer with access to all facilities at which Buyer's Property is located. Seller expressly waives any right to additional notice or process relating to Buyer's exercise of its rights under this Section. Seller waives, to the extent permitted by law: (i) any lien or other rights that Seller might otherwise have on any of Buyer's Property, including but not limited to molders and builders liens; and (j) any objection to the Buyer's repossession, removal, and relocation of Buyer's Property for any or no reason, including bankruptcy or insolvency proceedings.

Seller acknowledges and agrees that: (k) Seller has inspected Buyer's Property and is satisfied that the Buyer's Property is suitable and fit for its intended purposes, and (l) BUYER HAS NOT MADE AND DOES NOT MAKE, BUT RATHER EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE BUYER'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Buyer will not be liable to Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by the Buyer's Property, including, without limitation, the use or maintenance thereof, or the repair, service or adjustment thereof, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitation, any damages or loss of anticipatory, profits or any other indirect, incidental, special or consequential damages, including but not limited to legal costs and attorney fees.

11. SELLER'S PROPERTY

All tooling and other items that are not Buyer's Property and that are necessary for the performance of the Services are "Seller's Property." Seller, at its sole expense, will furnish, keep in good working condition so as to support its performance of the Services in accordance with this Agreement, and replace when necessary, all of Seller's Property. Seller will insure Seller's Property with full fire and extended coverage insurance, and any other insurance required, to insure Seller's Property in the amount of its full replacement value. If Seller uses Seller's Property to provide for other customers goods or services similar to the Services, such goods or services will not incorporate any of Buyer's or Buyer's customers logos, trademarks, trade names or part numbers. Seller will not disclose or imply in its marketing efforts that such goods or services are equivalent or similar to the Services. Seller hereby grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special to the performance of the Services upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items.

12. INSPECTION

Buyer and its customer shall have the right at any time to access and inspect Seller's completed work, work in progress, and all Tooling and materials used by Seller in performance of the Services, wherever located. Such inspection shall not constitute acceptance of any work-in-process or completed Services.

13. CONFIDENTIAL INFORMATION

All information transmitted to Seller by Buyer in connection with the Agreement is the property of Buyer and/or Buyer's customer and may be covered by one or more patents, patent applications, copyrights, or other Intellectual Property Rights. Seller shall hold all information furnished by Buyer in strict confidence. Seller shall not disclose any such information to any other person other than Seller's staff who have a need to know. Seller shall require each of its employees and representatives having access to such information to treat the information as strictly confidential, and Seller in all instances shall use its best efforts to assure full compliance with the terms of this Section. Seller shall not use such information for any purpose other than performing the Services without the prior signed written consent of Buyer's authorized representative. Upon request from Buyer, Seller shall, at the election of Buyer, either destroy or return to Buyer all information and materials, and any copies or derivatives thereof, furnished by Buyer under the Agreement or pursuant to any other agreement between the parties. The obligations contained in this Section shall apply to all drawings, designs, specifications, technical know-how, software object code and source code, protocols, strategic business plans, financial information, product information, marketing information, methods of operation, plant layouts, floor plans, Buyer's customer information, Buyer's other supplier information, compilations of data, and all other documents and information communicated to Seller or learned by Seller in connection with the Agreement, and to all drawings, specifications and other documents prepared by Seller for Buyer in connection with the Agreement. This obligation of confidentiality shall continue after termination or completion of the Agreement.

Seller recognizes that irreparable injury will result to Buyer in the event of a breach of the Seller's covenants set forth in this Section. Seller agrees that in the event of its breach or threat of breach of this Section, Buyer shall be entitled to, in addition to the recovery from Seller of all categories and forms of damages available at law and all other remedies, an injunction to restrain the violations hereof by the Seller and all persons acting for, with, or on behalf of the Seller, as well as full recovery from Seller of Buyer's attorney fees and legal costs.

Seller shall not, in any manner, without first obtaining the signed written consent of Buyer's authorized representative: (a) advertise or publish the fact that Seller has contracted to furnish the Services to Buyer; (b) use any trademarks or trade names of Buyer in Seller's advertising or promotional materials; or (c) use Buyer's or its customers' information in any form of electronic communication such as web sites (internal or external), blogs, or other types of postings.

14. CLAIMS UNDER LIABILITY DEFECTS

Seller guarantees that its Services exhibit the agreed properties and fulfill the intended purpose. In the event that Buyer incurs costs such as transport/travel, working and material costs, or contractual penalties as a consequence of defective or noncompliant Services, Seller shall bear said costs in their entirety.

All defects which are notified to Seller shall be remedied by the Seller without delay and at no cost to Buyer. The costs of remedying the Services, including all incidental costs (e.g. freight) shall be borne by Seller. If Seller fails to begin remedying the defective or noncompliant Services as directed by Buyer, Buyer is entitled to carry out the necessary measures itself or have the same carried out by third parties, all at the expense and risk of Seller. In the event of an emergency where, due to particular urgency, it is no longer possible to inform Seller of the defect and impending claim and set Seller a deadline for redress, Buyer shall be entitled to eliminate the defects itself or have them eliminated by a third party without notice to Seller but at the entire expense and risk of Seller. This shall not affect any statutory rights of withdrawal, purchase price reduction or compensation for damages. In the event of any defects in title to the material or other goods supplied by Seller in connection with the Services, Seller shall defend, hold harmless, and indemnify the Buyer from any claims arising from third parties.

15. INDEMNIFICATION

Seller agrees to indemnify, defend and hold harmless the Buyer, its affiliates, its customers (both direct and indirect, including but not limited to purchasers of the Equipment), dealers and users of the Equipment sold by Buyer, and all of their respective agents, successors and assigns, and each of their shareholders, owners, directors, officers, employers and agents, (collectively "Indemnified Parties"), on demand, from and against any and all liability, costs, fees, penalties, damages (direct, indirect, incidental, consequential and otherwise), legal costs, attorney fees and all other losses and liabilities and obligations whatsoever ("Losses"), arising out of any claim or demand which, in whole or in part, arises from or relates to any actual or alleged, action or omission of Seller or any of Seller's employees, subcontractors, suppliers, affiliates, or agents (collectively, "Seller Parties"), including, without limitation: (a) noncompliance by Seller with any of its representations, warranties or obligations under this Agreement; (b) defect or nonconformity in any of the Services, including but not limited to materials and other goods, supplied by Seller or any of the other Seller Parties in connection with the Services; (c) negligence or fault of the Seller or any of the other Seller Parties in connection with the design or manufacture of such materials or other goods; (d) any spill, discharge or emission of hazardous wastes or substances by Seller or any of the other Seller Parties; (e) any recall campaign, corrective service action, or other voluntary or involuntary action in which Buyer or any of its customers participates and which relate to any defect or noncompliance in Services; (f) infringement (including claims of direct or contributory infringement or inducement to infringe) of any Intellectual Property Right related to the any of the Seller's or Seller Parties' performance or provision of the Services; (g) damages to the property of, or personal injuries to, Buyer, Buyer's customer(s), any employee, representative, or agent of Buyer or Buyer's customer(s), or any other person or entity, to the extent arising from or in connection with any defect or noncompliance in the Services, Seller's use of its property, Buyer's Property, or Buyer's customer's property, or any other action or inaction on the part of Seller or any of the other Seller Parties; (h) any challenge to the Buyer's sole right, title and interest in the Tooling, or right to possession of the Tooling, brought by any third party, including but not limited to toolmakers, subcontractors, and lending institutions; (i) any breach, default, or noncompliance by Seller under the Agreement.

To the maximum extent permitted by law, Seller's obligation under this Section will apply even as to Losses incurred in situations in which an Indemnified Party was negligent, but Seller's indemnification shall not apply to the extent that Losses resulted solely and directly from the negligence or willful misconduct of such Indemnified Party. Seller's obligation to defend and indemnify under this Section will also apply regardless of whether the claim or demand arises in tort, negligence, contract, warranty, strict liability or otherwise. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the benefit of Seller under Workers' Compensation Acts, occupational disease acts, disability benefits acts or other employee benefits acts.

16. INSURANCE

Seller shall purchase (and maintain in effect) insurance coverage that is appropriate and in conformance with industry standards in terms of both subject matter and amount of coverage. At a minimum, Seller shall carry and maintain, and shall ensure that all its subcontractors carry and maintain: Commercial General Liability insurance with available limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contracted liability (including, without limitation, that specifically assumed under the Agreement), and goods and completed-operations insurance, all with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. The Seller and its subcontractors shall maintain appropriate statutory workers' compensation insurance coverage in an amount not less than One Million Dollars (\$1,000,000).

If licensed vehicles will be used in connection with the Agreement, Seller shall carry and maintain, and shall ensure that any agent and subcontractor thereof carries and maintains, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

If the Services include design, engineering, or professional services, Seller shall maintain, at all times during its performance of the Services and for a period of three (3) years after acceptance or termination or completion of the Services, Professional Liability (Errors & Omissions) Insurance in an amount not less than \$5,000,000.00 per occurrence, for damages caused by any act or omission of Seller, or any of Seller's employees, agents, or subcontractors, arising out of the performance of the Services in a professional capacity.

Buyer and its officers, directors, consultants, agents and employees, shall be named as additional insureds on all insurance policies (except workers compensation) and all such insurance shall be deemed to be primary coverage and shall contain no unusual or extraordinary exceptions. The existence of insurance (or settling claims thereunder) shall not limit or otherwise affect Seller's liability under the Agreement.

All insurance will be considered non-contributory to the additional insureds. All insurance policies shall contain waivers of subrogation in favor of the Buyer. Such insurance shall provide coverage regardless of the negligent acts or omission or non-performance of Buyer, its officers, directors, consultants, agents and employees.

Seller and its subcontractors shall cover or maintain insurance in accordance with the applicable statutory requirement relating to workers' compensation with respect to any employee working on or about the premises of Buyer or Buyer's customer. If, for any reason, Buyer is required to pay any workers' compensation premiums with respect to an employee of Seller or any subcontractor of Seller, Seller shall immediately reimburse Buyer for all such payments.

Upon Buyer's request, Seller will provide Buyer a certificate of insurance confirming such insurance coverage with the requirements of this Section. All policies shall provide for thirty (30) days advance written notice to Buyer in the event of modification or cancellation of any required category of coverage. Buyer shall be named as an additional insured on all policies of insurance. If Seller or any subcontractor thereof fails to furnish certificates, endorsements or other evidence of coverage, such shall not constitute a waiver by Buyer of Seller's or Seller's subcontractors' obligations hereunder. In such a case, Buyer has the right, but not the obligation, to purchase appropriate insurance on Seller's (or Seller's subcontractors') behalf and Seller will reimburse Buyer all costs incurred as a result thereof.

17. ADEQUATE ASSURANCES OF PERFORMANCE

If at any time Buyer has reasonable grounds for insecurity about whether Seller's performance will comply with any portion of the Agreement, Buyer may request Seller's written assurances that Seller is able and willing to perform its obligations. Seller shall provide any information, reports or other materials and make its personnel available for meetings as Buyer may reasonably request to verify Seller's assurances and ability to perform all Services pursuant to the Agreement. If Seller fails to provide such adequate written assurances within 5 days after the date of Buyer's request, or subsequently fails to perform in accordance with its assurances, such failure may be deemed a default entitling Buyer to cancel all or part of the Purchase Order and any other agreement between the parties, at Buyer's sole option.

18. TERMINATION FOR CONVENIENCE

Buyer may at any time terminate all or any part of the Purchase Order for its sole convenience, and Seller shall immediately stop all work on the terminated portion of the Services, cause any of its suppliers or subcontractors to cease all related work, and take all other necessary steps to minimize costs in carrying out the termination. Seller will comply with Buyer's written instructions, including, without limitation: (a) termination of subcontracts and/or assignment to Buyer of Seller's rights under its subcontracts; (b) disposition of completed portion of the Services, work in process, project data and documents and other Work Product (including, at Buyer's option, delivery and title transfer to Buyer); and (c) completion of the portion of the Services not terminated. Within 30 days after the date of notice of such termination, Seller shall submit any and all of its commercial claims in connection with such termination. Buyer will have the right to verify such claims by auditing the relevant records, facilities, work or materials of Seller and/or Seller's suppliers and subcontractors. Buyer shall be obligated to pay Seller only for finished work accepted by Buyer and for the documented cost to Seller of work in process and raw material reasonably allocable under generally accepted accounting principles to the terminated portion of the Services, which cost is both reasonable and not in excess of any prior Buyer authorization, and which cost is less the sum of the reasonable value or cost (whichever is higher) of any goods or material used or sold by Seller with Buyer's prior signed written consent, and the cost of any damaged or destroyed goods or material. Buyer may but will not be obligated to purchase any goods or materials manufactured or procured by Seller in amounts in excess of those authorized by Buyer nor for any undelivered goods or materials that are in Seller's standard stock or that are readily marketable. Payments made under this Section (in addition to any other payments previously made under the Purchase Order) shall not exceed the aggregate price that would have been payable by Buyer for the completed Services. For the avoidance of doubt, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors or any other person or entity, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges in connection with the terminated portion of the Services. Payment made under this Section will not apply to any cancellation by Buyer for Seller's default or breach of this Agreement or for any other deficiency of Seller recognized by law.

19. TERMINATION FOR DEFAULT

If Seller (a) fails to perform the Services pursuant to the Agreement or fails to make progress so as to endanger performance of Buyer's obligations to its customer(s), (b) fails to perform any other provisions of the Agreement and does not cure such failure within a period of ten days after receipt of written notice from Buyer specifying such failure, (c) fails to provide adequate assurance pursuant to Section 18; (d) becomes financially unstable, becomes insolvent, makes an assignment in favor of creditors, or enters bankruptcy or dissolution procedures, or (e) is subject to a change in control which Buyer in its sole discretion deems to be adverse to Buyer's or its customers' interests, Buyer may cancel the whole or any part of the Purchase Order without any liability, except for payment due in connection with the completed portion of the Services, as accepted by Buyer and invoiced by Seller at that point in time. Seller shall continue all work not cancelled.

20. REMEDIES

Upon termination for default, and without limitation of Buyer's rights as set forth elsewhere in the Agreement, Buyer will have the right to take title to and possession of all or any part of the materials and other goods supplied in connection with the Services, work in process or finished goods performed by Seller under the Agreement, any special tooling and all drawings, technology and other information and documents furnished by Buyer, and all other Work Product. Seller will comply with Buyer's written instructions relating to termination, including but not limited to termination of subcontracts and/or assignment to Buyer of Seller's rights under such subcontracts, disposition of completed Services, work in process, project data and documents and other deliverables (including delivery and title transfer to Buyer), completion of work not cancelled, and all Work Product.

Buyer may (a) replace or correct any non-conforming Services and charge Seller the full cost of (i) such replacement or correction on an expedited basis to meet Buyer's deadlines and (ii) the removal of any defective materials and goods, (b) provide or procure any Services as may be necessary in Buyer's discretion to complete Seller's work under the Purchase Order on an expedited basis to meet Buyer's deadlines and charge Seller for any excess costs, (c) charge Seller the full cost for any other charges, costs, or expenses resulting from Seller's default; and/or (d) cause the removal of Seller as an approved Buyer supplier.

If, after termination, it is determined that Seller was not in default, the rights and remedies of the parties shall be as if the Agreement, or subject portion of the Agreement, had been terminated for convenience.

Each of Buyer's rights and remedies under the Agreement shall be cumulative and additional to any other or further remedies provided under the Agreement, at law, or in equity.

In any action brought by Buyer to enforce Seller's obligations in connection with the performance of the Services or transition support, or for possession of any property, the parties agree that Buyer does not have an adequate remedy at law and Buyer is entitled to an immediate order for specific performance of Seller's obligations. Nevertheless, Buyer shall be entitled to recover from Seller all of Buyer's costs, expenses, losses, and direct, indirect, incidental, and

consequential damages, including but not limited to lost profits, legal costs, and attorney fees (including costs of both in-house and outside counsel) in any action arising out of or related to the subject matter of the Agreement or the Services provided thereunder.

21. ASSIGNMENT AND SUBCONTRACTING

No part of the Agreement may be assigned or subcontracted by Seller without the prior written consent of Buyer's authorized representative. Buyer may assign the Agreement at its discretion.

22. CHOICE OF LAW AND FORUM; PERSONAL JURISDICTION; WAIVER OF JURY

This Agreement shall be governed by and construed under the laws of the State of Michigan, without reference to principles of conflicts of laws. The exclusive jurisdiction for any dispute arising under or related to the subject matter of this Agreement or the Services provided thereunder shall be in the appropriate state or federal court in the State of Michigan. Seller consents to the exclusive personal jurisdiction of such court and shall not commence an action against Buyer arising from or related to the subject matter of the Agreement or the Services furnished thereunder except in one of these courts. Any such action shall be tried before and decided by the assigned judge, without a jury, and Buyer and Seller expressly waive any right to a trial by jury.

23. LIMITATION OF BUYER'S LIABILITY

Buyer's sole liability under the Agreement, including, without limitation, its termination, expiration or cancellation is to pay for the Services in accordance with Section 3 hereof and to pay the specific termination related amounts described in Sections 19 or 20. In no event shall Buyer be liable for anticipated or lost profits, interest, penalties, indirect, incidental, consequential, punitive, multiple, or exemplary damages or liabilities, including but not limited to legal costs and attorney fees, in connection with the Agreement or the Services provided thereunder, whether for breach of contract, late payment, property damage, personal injury, illness, death or otherwise. Seller must commence suit with respect to any claim arising out of or in connection with the Agreement or the Services provided thereunder within one (1) year after the cause of action accrued and, in any event, before acceptance of final payment from Buyer.

24. COMPLIANCE

Buyer and Seller declare their commitment to a corrupt-free business community, undertake to refrain from corrupt conduct and criminal practices, and to take all necessary precautionary measures to prevent the following listed serious transgressions: (a) criminal acts in business transactions, money laundering, fraud, criminal breach of trust, forging of documents, forging of technical sketches/notes, forging of evidentiary-relevant data, causing the recording of false declarations/facts, perjury, concealment of documents, and collusive bidding in conjunction with tender invitations; (b) the offering, promising, or granting of advantages to national or foreign public officials, office holders, or persons under a special obligation to the public service who decisively participate in the granting or execution of contracts; (c) the offering, promising, granting/promoting, obtaining of promises (for oneself), and accepting of advantages to/from business partners in exchange for unfair preferential treatment in business transactions; (d) the disclosure or procurement (for oneself) of trade and business secrets, and the unauthorized exploitation of (technical) patterns/models; and (e) violations of competition and antitrust law.

Seller warrants that the manufacture and design of any materials or other goods supplied in connection with the Services comply with standard rules, orders and regulations promulgated or prescribed pursuant to the Occupational Safety and Health Act of 1970 ("OSHA") 29 USC § 651, et al. and 29 CFR § 1910, et al. All hazardous materials as defined in OSHA's Hazard Communication Rule (29 CFR § 1910, § 1200) must be labeled and provided with material safety data sheets as required by the above regulation.

Seller shall observe all laws, ordinances, rules and regulations of any government unit or agency governing or otherwise affecting the Services. Before commencing any performance of the Services, Seller and its subcontractors and vendors must review any applicable Hazard Communication Compliance Manual at the work site (location) and must provide the appropriate documents (Material Safety Data Sheets, etc.) for all hazardous materials as defined by current OSHA Hazard Communication Rule (29 CFR § 1910, § 1200) to be used, consumed or installed in performance of the Services.

Seller, its contractors, subcontractors, materialmen, and all other parties acting under or on behalf of Seller, shall acknowledge and agree that no construction claims or liens shall be filed or maintained by it, them or any of them, in connection with any of the Services, and Seller, for itself, its successors, and all others acting under or on behalf of Seller, waives and relinquishes the right to have, file, or maintain any construction claims or liens against any portion of the Services or property or premises of Buyer or Buyer's customers. Seller shall provide Buyer with the standard forms of waiver of lien signed by Seller and all of its contractors, subcontractors, materialmen, and all others who have furnished labor and materials under any Purchase Order.

Seller will comply with all applicable local, domestic, and foreign laws and regulations pertaining to its performance of the Services and its other obligations under this Agreement.

In particular and without limitation, Seller shall not act in any fashion or take any action that will render Buyer liable for a violation of the US Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 USC § 78 dd-1, § 78 dd-2, as amended, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality to assist it or Buyer in obtaining or retaining business or in carrying out the Services. Seller's failure to comply with the FCPA shall constitute a material breach of the Agreement.

The information which the parties may wish to disclose pursuant to a Purchase Order may be subject to the provisions of the Export Administration Act of 1979 (50 USC §§ 2401- 2420) and the Export Administration Regulations promulgated thereunder (15 CFR §§ 768-799), and the Arms Export Control Act (22 USC § 2778) and the International Traffic in Arms Regulations (22 CFR §§ 120-130). The parties acknowledge that these statutes and regulations impose restrictions on import, export and transfer (whether verbal, written or electronic communications) to other countries (or their foreign nationals) of certain categories of data, and that licenses from the US Department of State, the US Department of Commerce, or other departments of the US government, may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on the use and further disclosure of such data.

In accepting a Purchase Order, Seller shall be deemed to represent that the Services to be furnished were or will be provided within the requirements of the Fair Labor Standards Act of 1938, 29 USC § 201, et al., as amended. If requested by Buyer, Seller shall insert a certificate on all invoices submitted in connection with the Purchase Order stating that the Services covered by the invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12(a) thereof.

The Seller agrees in conjunction with the Purchase Order to adhere to Title VII of the Civil Rights Act of 1964, 42 USC § 2000e, et al. which makes it unlawful for an employer to hire or discharge any individual, or otherwise to discriminate against any individual with respect to his/her compensation, terms, conditions or privileges of employment, because of an individual's race, color, religion, sex or national origin. This covers hiring, firing, promotions and all workplace conduct.

In the event of a breach by Seller of an obligation set out in this Section, Buyer shall be entitled to immediately terminate the Agreement (and any other agreement(s) between the parties) without notice.

At Buyer's request, Seller shall certify in writing its compliance with this Section. Seller agrees to defend, hold harmless, and fully indemnify Buyer from and against any liability claims, demands, fines, penalties, expenses, losses and other damages (including but not limited to direct, indirect, incidental, and consequential damages, including but not limited to all legal costs and attorney fees) arising from or relating to Seller's noncompliance with this Section. If Seller retains subcontractors or any other person or entity to perform work on the Services, the Seller will use only subcontractors, persons, and entities that will adhere to the requirements of this Section. The Seller shall monitor, ensure, and shall be liable to Buyer for the full compliance of such subcontractors, persons, and entities with this Section. Failure by Seller to comply with this Section shall be a material breach of the Agreement, and Buyer shall have the right to immediate termination of the Agreement (and any other agreement(s) between the parties) without liability.

25. CUSTOMS DRAWBACK DOCUMENTS

Unless otherwise stated herein, any and all credits, customs drawbacks, and/ or benefits resulting from or related to this Agreement, including, without limitation, trade credits, export credits or the refund of duties, taxes, or fees, belong to Buyer. Upon Buyer's request, Seller shall furnish promptly all documents, information, and/or certificates, including, without limitation, NAFTA Certificates of Origin, properly completed in accordance with government regulations applicable thereto, required for Buyer (or Buyer's customer) to receive the customs drawbacks, credits, and/or benefits.

26. FORCE MAJEURE

Subject to Seller's obligations contained in this Section, neither Buyer nor Seller shall be liable for a failure to perform that arises from causes or events beyond its reasonable control and without its fault or negligence, including but not limited to labor disputes of any kind that impede its performance under the Agreement; provided, however, that the party claiming the excusable delay must provide the other party notice to that effect within twenty-four (24) hours after the event causing the delay has occurred. During any period of excusable delay or failure to perform by Seller, Buyer, at its option, may pursue alternative methods to achieve performance of the Services and cancel or alter the Purchase Order accordingly, without liability to Seller.

Seller shall take all actions reasonably necessary, and in all events make its best efforts, to ensure that, in the event of a labor disruption, strike or worker slowdown, Seller will nevertheless be able to perform the Services pursuant to the Agreement.

If Seller has reason to know that a deadline under the Agreement cannot or may not be met, Seller will immediately notify Buyer in writing of the reasons for the missed deadline and the anticipated delay period. If Seller fails to comply with this obligation, Seller will not be able to claim (later) that it was not responsible for the delay.

27. CUSTOMER REQUIREMENTS

As directed by Buyer in writing, Seller agrees to comply with the applicable terms and requirements of any agreements between Buyer and its customer(s) to which Buyer provides the Equipment. Seller shall meet all such terms or requirements to the extent within Seller's control. By written notice to Seller, Buyer may elect to have the provisions of this Section prevail over any conflicting term of the Purchase Order.

In the event that Buyer's customer files or has filed against Buyer a petition in bankruptcy or insolvency and, in the course of such proceeding, Buyer permits a reduction in the price(s) paid to Buyer for the Equipment, the price paid to Seller for the Services from and after the date of such reduction will be automatically adjusted proportionally by the same percentage as the price paid to Buyer by its customer, and the Purchase Order will otherwise remain in effect without modification.

Notwithstanding any other provision in the Agreement, if Buyer's customer directed, recommended, requested, suggested or otherwise identified Seller as the source from whom Buyer is to procure the Services: (a) Buyer will pay Seller for the Services only following and to the extent of Buyer's actual receipt of payment from that customer for the Equipment, and any lengthening of that customer's payment terms to Buyer will automatically lengthen the payment terms as between Buyer and Seller by an identical amount of time; (b) within three (3) business days of any change in price, specifications or other terms negotiated or proposed between Seller and the customer, Seller will notify Buyer in writing and the purchase price of the Services shall immediately be adjusted to reflect any price reduction, provided that no such change will be binding on Buyer without Buyer's specific written consent.

28. GENERAL PROVISIONS

Either party's failure to insist on the performance by the other party of any term or failure to exercise any right or remedy reserved in this Agreement, or either party's waiver of any breach or default hereunder by the other party shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or a similar type or not. No waiver by Buyer of any right or obligation under the Agreement or otherwise is enforceable by Seller unless made in a writing signed by Buyer's authorized representative.

If any provision of the Agreement, or any portion of such provision, is declared or found to be unenforceable, the balance of the Agreement and/or such provision shall remain in full force and effect to the maximum extent possible, as if the unenforceable provision or portion thereof had never been made a part of the Agreement. By way of example, if any interest rate provided for in the Agreement is higher than that permitted by applicable law, the rate shall automatically be amended to the highest legal rate.

The obligations of Seller to Buyer shall survive termination of the Agreement, except as otherwise provided herein.

No provision may be construed against the Buyer as the drafting party. All section headings are for convenience and reference only, and do not affect the meaning of the Agreement.

Seller will not in any manner advertise, publish or disclose to any third party (other than to Seller's professional advisors on a strictly confidential, need-to-know basis only) any terms (including but not limited to price terms) of the Agreement or the fact that Seller has contracted to furnish Buyer the Services; nor shall Seller use any trademarks or trade names of Buyer in any press release or advertising or promotional materials, without obtaining Buyer's prior consent in a writing signed by Buyer's authorized representative.

Seller and Buyer are independent contracting parties and nothing in the Agreement makes either party the employee, agent or legal representative of the other for any purpose. The Agreement does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the Agreement, except as may be expressly provided otherwise in a written agreement signed by Buyer's authorized representative. All employees and agents of Seller or its respective contractors are employees or agents solely of Seller or such contractors, and not of Buyer, and are not entitled to employee benefits or other rights accorded to Buyer's employees. Buyer is not responsible for any obligation with respect to employees or agents of Seller or its contractors.

Seller represents and warrants that its performance of the Agreement will not in any way conflict with any continuing interests or obligations of Seller or its employees or contractors. Seller further warrants that while the Agreement is in effect, Seller and those of its employees and contractors or agents participating

in the performance of the Purchase Order will refrain from any activities which could reasonably be expected to present a conflict of interest with respect to Seller's relationship with Buyer or Seller's performance of the Purchase Order.

The Agreement represents and contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. The express terms of the Agreement control and supersede any course of performance, course of dealing, or trade usage provisions that might otherwise apply.

All terms and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives. With that said, however, Seller may not assign, delegate or transfer to any third party any of Seller's rights or obligations under the Agreement without the prior written consent of Buyer's authorized representative.

Except as otherwise provided herein, this Agreement may not be modified or amended other than by an agreement in writing signed by a duly authorized representative of each of the parties.