

GENERAL

1. **ACCEPTANCE.** Supplier's acceptance of this Purchase Order ("Order") and the Terms and Conditions contained herein which are made part of the Order shall be conclusively evidenced by the returning of a signed copy of this Order to Purchaser or the commencement of services ("Services") or manufacture of products ("Products") to be performed hereunder. Quality Metalcraft, Inc. ("QMC" or "Purchaser") shall not be bound by any provision, printed or otherwise, at variance or in addition to the terms of this Order, that may appear on any quotation, acknowledgment or other form used by Supplier unless any such provision is expressly accepted in writing by Purchaser.
2. **OEM REQUIREMENTS.** Supplier shall comply with the terms and conditions of any purchase order or other agreement received by QMC from a third party (which third party is referred to herein as "OEM Customer" and which purchase order or other agreement is referred to herein as "OEM Purchase Order") whereby QMC agrees to supply to OEM Customer, or incorporate into goods supplied to OEM Customer, Products or Services to be supplied by Supplier. QMC may, from time to time, supply Supplier with OEM Purchase Orders that may affect Supplier's obligations hereunder. Without restricting the foregoing, Supplier shall take such steps, provide such disclosure and do all things as may be necessary or desirable and within its control to enable QMC to meet QMC's obligations to OEM Customers under OEM Purchase Orders. If there is any conflict between this paragraph and any other paragraph in this Purchase Order, QMC shall have the right to have the provisions of this paragraph prevail.
3. **PRICE AND PAYMENT.** Purchaser shall not be invoiced at a price(s) higher than stated on the face of this Order ("Price(s)"). Payment shall be made within 45 days from the later of Purchaser's acceptance of the Products and/or Services and Purchaser's receipt of an invoice therefore. Purchaser must be notified by Supplier of payment problems, including past due invoices or short payments, within 90 days of the later of the date of the actual payment or the applicable payment due date(s). If Purchaser is not timely notified of a payment problem in writing, Supplier shall be deemed to have waived the right to assert a claim against Purchaser related to the problem.
4. **PRICE WARRANTY.** Supplier warrants that the prices for Products and Services are and shall remain not less favorable to QMC than the prices currently extended to any other customer of Supplier for the same or substantially similar goods or service in the same or substantially similar quantities and delivery requirements. If Supplier reduces the prices of such same or substantially similar goods or services during the term of this Order, Supplier shall reduce the prices of the Products and Services correspondingly. Supplier warrants that the prices shown on this Order shall be complete, and no additional charges of any type shall be added without QMC's express written consent. Supplier expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices.
5. **TRANSPORTATION CHARGES, CUSTOMS DUTIES, AND TAXES.** (a) Except where the terms of delivery or conditions of transport are stated in this Order to be FOB Supplier's plant, all transportation charges (including terminal switching charges) shall be at Supplier's expense and all terms of delivery shall be DDP (Duty Delivery Paid) QMC's plant. No charge to QMC shall be made for insurance, storage, parking or detention except as stated in this Order. (b) Unless otherwise stated in this Order, Prices include custom duties and expenses and all federal, provincial, state and local taxes (including all import taxes, excise taxes and sales taxes) applicable to the sale of Products or the provision of Services. (c) Any reduction in Supplier's cost resulting from a reduction in transportation charges, custom duties, import taxes, excise taxes and/or sales taxes from those in effect on the date of this Order shall be paid to QMC by Supplier in reduction of the Price of Products and Services.
6. **CUSTOM DRAWBACK DOCUMENTS.** Upon request, Supplier shall furnish promptly all documents and other information required for customs drawback purposes, properly completed in accordance with applicable governmental regulations. Unless otherwise provided in this Order, all customs drawback shall be reserved and retained for, or credited to, QMC.
7. **CERTIFICATE OF ORIGIN, ETC.** Upon request, Supplier shall furnish immediately to QMC certificates of origin or domestic value-added and all other information relating to the costs and places of origin of Products or Services and the materials contained therein or used in the performance thereof, as may be required by QMC to comply fully with all customs, tariff or other applicable governmental regulations. Supplier shall comply with all such regulations. Supplier shall indemnify QMC, QMC's Affiliates (defined later in this paragraph) and their respective customers against all losses, costs or damages (including any fines or penalties) resulting directly or indirectly from Supplier's delay in furnishing such certificates or other information to QMC and from any errors or omissions contained therein and from any non-compliance by Supplier with the aforesaid regulations. For purposes of this Order, an "Affiliate" of a particular party shall mean (i) any entity which has a direct or indirect beneficial equity interest in the party, (ii) any entity in which the party has a direct or indirect beneficial equity interest, and (iii) any entity in which a direct or indirect beneficial equity interest is held by a third party which also holds a direct or indirect beneficial equity interest in the party.
8. **CHANGES.** Purchaser may, at any time be written amendment to this Order, increase or decrease the ordered quantities of the Products or Services or make a change in any one or more of the following:
 - (a). Applicable drawings, designs, and/or specification when the Products to be furnished are to be specifically manufactured by Supplier in accordance with the Purchaser provided drawings, designs and/or specifications; and/or
 - (b). Method of shipment or packaging; and/or
 - (c). Place or time of delivery or performance.If any such change causes an increase or decrease in the cost of performance or the time required for performance of this Order, an equitable adjustment shall be made and this Order shall be modified in writing accordingly. Supplier shall be deemed to have waived any claim for adjustment unless asserted in writing accompanied by an estimate of the cost of the additional time required for performance of the change within 20 days from receipt by Supplier of notification of the change.

Supplier shall not make any changes in the Price, payment terms, quantity, design, specifications, delivery dates (including temporarily suspending scheduled shipments), processing, packaging or shipping requirements under an Order, unless done pursuant to Purchaser's written instructions or with Purchaser's written approval.
9. **SETOFF.** Upon notice to Supplier, Purchaser may deduct from the amount due Supplier under this Order either damages for any breach of this Order or amounts otherwise due Purchaser from Supplier, irrespective of whether deduction is related to the Products or Services covered by this Order.
10. **TERMINATION, BREACH AND TIME FOR PERFORMANCE.** (a) Purchaser may at any time, whether or not Supplier is in breach hereof, terminate this Order in whole or in part by written notice or verbal notice confirmed in writing. If this Order is terminated without breach by Supplier, Supplier shall be entitled solely to reimbursement of the reasonable cost Supplier has incurred in the performance of this Order prior to the effective date of termination, but in no event shall such reimbursement exceed the Price(s). If this Order is terminated by Purchaser for Supplier's breach, including, but not limited to Supplier's delay in delivery of the Products or performance of Services, Supplier shall not be entitled to any reimbursement, in addition to any other remedy provided in this Order for a breach of any term of this Order. Purchaser may pursue cumulatively against Supplier any or all available remedies at law or equity. Upon receipt of a notice of termination, unless otherwise directed by Purchaser, Supplier shall (1) promptly stop all work under the Order; (2) transfer title to and deliver to Purchaser or its designee all finished goods, work in process, and parts and materials that Supplier produced or acquired in accordance with the Order and which Supplier cannot use in producing goods for itself or for others; (3) verify and settle all claims by subcontractors for actual costs that are rendered unrecoverable by the termination upon the subcontractor's delivery to Purchaser or its designee of all finished goods, work in process, and parts and materials which the subcontractors cannot use in producing goods for themselves or others; (4) take actions reasonably necessary to protect property in Supplier's possession in which Purchaser has an interest until Supplier has received disposal instructions from Purchaser; and (5) upon Purchaser's reasonable request, cooperate with Buyer in resourcing production to a different supplier. (b) Purchaser will have no obligation for and will not be required to make payments to Supplier, directly or on account of claims by Supplier's suppliers and subcontractors, for loss of anticipated profit resulting from the termination of the Order. Supplier will furnish to Purchaser, within one month after the effective date of termination, Supplier's proposed termination claim, which will consist exclusively of the permitted items described in this paragraph 10. Purchaser may audit Supplier's records, before or subsequent to payment, to verify amounts requested in Supplier's termination claim. (c) Purchaser may cancel this Order without liability in the event of the insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against the Supplier or if Supplier makes an assignment for the benefit of creditors or ceases to carry on business in the ordinary course, or sells, or offers to sell, a substantial portion of its assets used for the production of Products or provision of Services for Purchaser; or Supplier fails to remain competitive with respect to quality, technology, delivery and pricing of the Products or Services. (d) Time is of the essence for the performance of this Order.
11. **ASSIGNMENT/SUBCONTRACTING.** Supplier shall not (a) assign this Order, any interest herein or any rights hereunder or (b) subcontract any obligation to be performed hereunder, without the prior written consent of Purchaser.
12. **INDEMNIFICATION AND INSURANCE.** (a) Supplier shall, if Supplier's representatives, employees or agents enter upon the premises owned or controlled by QMC or its Affiliates in the performance of Supplier's obligations hereunder: (i) indemnify and save harmless QMC, QMC's Affiliates, and QMC's representatives, employees, agents and invitees, from and against all liabilities, demands, claims, losses, costs, damages and expenses by reason or on account of property damage, death and/or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this Order, which is occasioned by Supplier's actions or omissions; and (ii) ensure that it is in compliance with all requirements of workers' compensation legislation, if any, of the jurisdiction in which the applicable QMC's premises are located. Supplier agrees that all of its efforts in the performance of this Order shall be made as an independent contractor and that the persons engaged in such performance shall not be considered employees of QMC. (b) Supplier shall maintain and carry general liability insurance including, but not limited to, public liability, property damage liability, product liability, and contractual liability coverage, and workers' compensation and employees' liability insurance covering all employees engaged in the performance of this Order, in amounts satisfactory to and with companies acceptable to QMC. Supplier shall furnish certificates or other satisfactory proof of insurance confirming the foregoing coverage prior to commencing work under this Order. The receipt or review of such certificates or other proof of insurance coverage by QMC shall not relieve Supplier from its insurance obligations hereunder or reduce or modify such insurance obligations. Supplier shall notify QMC in writing thirty (30) days prior to any change to such insurance coverage. (c) Supplier agrees to defend, protect and hold harmless QMC, QMC's Affiliates and their respective successors, assigns, employees, agents and customers, against any and all claims for personal injury, property, consequential or special damages resulting from improper, unsafe or defective material, workmanship or design of the Products or Services or Supplier's failure to comply with all applicable laws (as defined in paragraph 13). (d) In no case shall QMC indemnify or hold harmless Supplier against claims for personal injury, property, consequential or special damages resulting from improper, unsafe or defective material, workmanship or design of the Products or Services. Supplier is obligated to ship according to Purchaser's releases regardless of claims Supplier may have for amounts owed by Purchaser. Any insurance coverage maintained by Supplier shall not be construed as a cap or limit on Supplier's liability for claims made under the Order.

- 13. LAWS AND REGULATIONS.** Supplier shall comply with and obtain all applicable governmental licenses and permits relating to the Products and Services, and Supplier shall comply with all applicable laws and governmental orders and regulations in effect at the time of delivery(ies) of Products or performance of Services, including without limitation, the following United States laws and regulations: Comprehensive Environmental Response, Compensation, and Liability Act of 1980; Consumer Product Safety Act; Clean Water Act; Hazardous Materials Transportation Act; Vietnam Era Veterans Readjustment Assistance Act of 1972; Rehabilitation Act of 1973 and the following clauses set forth in Federal Acquisition Regulation (subject to "Contractor", "Subcontractor" and "Contract" used in such clauses meaning Purchaser, Supplier and Order, respectively): 52.219-8, 52.219-9, 52.219-13, 52.220-3, 52.220-4, 52.222-1, 52.222-4, 52.222-20, 52.222-21, 52.222-26 (subparagraphs b(1), b(11)), 52.222-35, 52.222-36 and 52.222-37. All Products manufactured must comply with current governmental and safety constraints on restricted, toxic and hazardous materials, as well as all applicable environmental, electrical and electromagnetic rules and regulations.
- 14. DISCLOSURE OF INFORMATION.** The term "Information" includes, without limitation, all drawings, reproductions, specifications, designs, engineering instructions, photographs, reproducible copy, parts lists, plans, reports, working papers, computations and other information (including without limitation, all Items as described in paragraph 22 below) furnished by QMC. Unless otherwise expressly agreed to in writing, all information disclosed by Purchaser to Supplier or to which Supplier otherwise obtains access in the course of performance of this Order shall be maintained in confidence by Supplier and shall remain Purchaser's property. Supplier shall not disclose any such information to third persons without the prior written consent of Purchaser. Such information shall be used by Supplier solely for purposes of performance of this Order. Unless otherwise specifically agreed to in advance and in writing by QMC, no commercial, financial or technical information disclosed in any manner or at any time by Supplier to QMC shall be deemed secret or confidential, and Supplier shall have no rights against QMC with respect thereto.
- 15. USE OF PURCHASER'S NAME.** Supplier shall not in any advertising, sales promotion materials, press releases or any other publicity matters, use the name of the Purchaser, Purchaser's parent, any Affiliate or subsidiary of Purchaser or any variation thereof or language from which the connection of said names may be implied, without Purchaser's prior written approval.
- 16. FORCE MAJEURE.** Neither Purchaser nor Supplier shall be liable for delays due to causes beyond the control and without the fault or negligence of the party whose performance is affected, including, but not limited to, acts of God, war, terrorism or the government, strikes or other labor disputes, fires, floods, explosions, riots, freight embargoes, epidemics, pandemics, natural disasters or unusually severe weather. In the event any such cause affects Supplier's performance for a period of 10 or more days, Purchaser shall have the right to terminate this Order for its convenience pursuant to paragraph 10. Supplier's inability to perform as a result of, or delays caused by, Supplier's insolvency or lack of financial resources is deemed to be within Supplier's control.
- 17. DELIVERY, LABELING, PACKING AND SHIPMENT.** If delivery dates are specified in the Order, Supplier shall make deliveries in the quantities and at the times specified by Purchaser. Even when the Order specifies delivery times, Purchaser may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which will entitle Supplier to a modification of the price for Products or Services covered by the Order. If delivery dates are not specified in the Order, Supplier is to procure materials and fabricate, assemble and ship Products or provide Services only as authorized in releases issued by Purchaser to Supplier. Supplier is obligated to ship according to Purchaser's releases regardless of claims Supplier may have for amounts owed by Purchaser. All Products are to be suitably prepared for shipment and must be labeled, packed and shipped in accordance with QMC specifications and any applicable laws. Supplier shall not charge QMC for labeling, packing, boxing or crating except as stated otherwise in this Order. Materials shipped in advance of releases or shipping dates specified in this Order, or in excess of the quantity ordered, shall be at Supplier's risk and may be returned to Supplier, and all transportation charges both to and from the original destination shall be paid by Supplier. If Products are not shipped in accordance with QMC's directions and/or the instructions set out in this Order, if any, then Supplier shall pay or reimburse QMC, as the case may be, for any excess cost occasioned thereby.
- 18. WARRANTIES REGARDING GOODS AND SERVICES.** Supplier expressly warrants that all Products and Services, including without limitation any special tools, dies, jigs, fixtures, patterns, machinery and equipment, obtained at QMC's expense for the performance of this Order and/or which are to be the property of QMC, shall conform to all drawings, specifications, samples and other descriptions furnished, specified or adopted by QMC, shall be merchantable, free from any defects in material and workmanship, safe and appropriate for the purpose for which Products of that kind are normally used, and free of all liens, claims and encumbrances whatsoever. If Supplier knows, or has reason to know, the particular purpose for which QMC or its customer intends to use the Products or Services, Supplier warrants that such Products or Services shall be fit and sufficient for such particular purpose. All Services performed by Supplier will be performed in a competent, workmanlike manner and in accordance with industry standards. Supplier's warranties are available to, and for the benefit of, QMC, QMC's Affiliates and their respective successors, assigns and customers and users of products containing Products or Services. These warranties shall be in addition to all other warranties available under applicable law. Supplier shall fully and completely indemnify and save QMC, QMC's Affiliates and their respective customers, successors and assigns harmless from any breach of these warranties and for greater certainty, no limitations on QMC's remedies in Supplier's documents, if any, shall operate to reduce this indemnification. Supplier shall also indemnify QMC from and against all liability or damages (including any lost profits, recall costs or other consequential damages) imposed upon QMC resulting from acts or omissions of Supplier in respect of the Product or Services. To the maximum extent permitted by applicable law, Supplier's indemnification shall be applicable even as to losses caused in whole or in part by an indemnitee's negligence, but shall not apply to the extent losses are clearly shown to have resulted solely and directly from the gross negligence or willful misconduct of the indemnitee. At its option, Purchaser may participate in the defense of any indemnified claim with its own counsel, at Supplier's expense. Supplier's indemnification obligations under this paragraph 18 shall survive the termination, cancellation or expiration of the Order.
- 19. DEFECTIVE GOODS OR SERVICES.** If any Products or Services fail to meet the warranties contained in paragraph 18, Supplier, upon notice thereof from QMC at any time, shall promptly repair, replace or otherwise satisfactorily deal with the same in an acceptable manner to QMC, all at Supplier's expense and without limiting QMC's other rights or remedies hereunder or otherwise. Supplier's warranties shall also apply to such repaired, replaced or otherwise satisfactorily dealt with Products or Services. If Supplier fails to repair, replace or otherwise deal in a satisfactory manner with defective or nonconforming Products or Services, QMC may cancel this Order as to the particular Products or Services and/or cancel the then remaining balance of this Order. After notice to Supplier, all such defective or nonconforming Products shall be held at Supplier's risk. QMC may at its option, and at Supplier's direction shall, return all such defective or nonconforming Products to Supplier at Supplier's risk, and all transportation charges, both to and from the original destination, shall be paid by Supplier. Any payment by QMC for such defective or nonconforming Products or Services shall be refunded by Supplier, except to the extent that Supplier promptly replaces or corrects the same at Supplier's expense.
- 20. NEW MATERIALS.** Unless expressly so stated on the face of this Order, none of the Products are or will be, in any way, governmental or commercial surplus or used, remanufactured, reconditioned or of such age or condition so as to impair their fitness, usefulness or safety.
- 21. QUALITY CONTROL AND INSPECTION; ACCEPTANCE.** (a) All materials and workmanship utilized in the performance of this Order shall be subject to inspection and testing by QMC and its customers, to the extent practicable, at all places and times including during the period of manufacture. If any such inspection or testing is made on Supplier's premises, Supplier shall provide, without additional charge, all reasonable facilities and assistance. Inspection and approval at Supplier's premises does not preclude rejection or other relief for any defects subsequently discovered. Supplier shall provide and maintain, without additional charge, a testing and inspection system (which shall include quality control and reliability procedures) acceptable to QMC covering the materials and workmanship utilized in the performance of this Order. (b) At QMC's option, QMC may, from time to time, review and inspect Supplier's testing, inspection, quality control and reliability procedures, as well as the data supporting same. Supplier shall comply with QMC's most recently adopted quality control specifications and inspection standards as may be supplied by QMC to Supplier from time to time. Supplier shall, if requested by QMC, furnish a certificate indicating such compliance. (c) Purchaser has the right to inspect Products within a reasonable period after delivery. Purchaser is not obligated to exercise its right of inspection prior to cutting, processing or altering any Products which are raw materials, and such action by Purchaser will not constitute acceptance of such Products. If, in Purchaser's judgment, any Products are defective or fail to conform to the terms of the Order, Purchaser may reject such Products and return them or hold them for disposition, at Supplier's expense. In the event Purchaser accepts Products whose defect or nonconformity is not apparent on examination, Purchaser reserves the right to reject or revoke its acceptance of the Products, and in such event, Purchaser will have all of the rights and remedies with respect to the Products as if they had been initially rejected. Complaints, claims or notices of any defect or breach of the Order will be considered to be timely if made within 45 days after Purchaser actually discovers or learns of the existence of a breach or defect. Acceptance of Products or Services by QMC shall not relieve Supplier from any of its obligations and warranties under this Order. In no event shall payment be deemed to constitute acceptance by or on behalf of QMC.
- 22. MATERIAL, EQUIPMENT, TOOLS AND FACILITIES.** Unless otherwise agreed in writing, Supplier shall supply at its own expense all materials, equipment, tools, jigs, dies, fixtures, patterns, drawings, specifications, samples and facilities required to perform this Order. All materials, equipment, tools, jigs, dies, fixtures, patterns, drawings, specifications, samples and facilities, including any replacements thereof and any materials affixed or attached thereto, furnished to Supplier or specifically paid for by QMC or OEM Customer (collectively referred to herein as "Items") shall be and remain the property of, with the right of possession in, QMC, and Supplier shall use Items only in the performance of work for QMC and not otherwise. All Items while in Supplier's custody or control and while in the custody or control of Supplier's suppliers, contractors or agents shall be held at Supplier's risk, shall be kept insured by Supplier at Supplier's expense against loss or damage in an amount equal to the undepreciated cost of replacement and shall be subject to removal at QMC's written request, in which event Supplier shall at Supplier's expense prepare the Items for shipment and shall deliver them to QMC in the same condition as originally received by Supplier, reasonable wear and tear excepted. To the extent practicable, Supplier shall prominently mark any Items as property of Purchaser or Purchaser's customer, as applicable, and shall refrain from commingling the Items with the property of Supplier or with that of a third party and shall take reasonable steps to ensure that the Items do not become subject to any liens or other claims. Supplier shall promptly notify QMC of the location of Items if Items are located at any place other than Supplier's facility. Except as otherwise provided in this Order, Supplier shall maintain accounting and property control records for Items in accordance with sound industrial practices. Supplier shall, at Supplier's expense, maintain all Items in good condition and repair, replacing any Items if necessary. QMC does not provide any warranties with respect to the Items which QMC, directly or indirectly, furnishes. All materials, supplies and services to be produced or provided in conjunction with this Order must be in strict accordance with the specifications set forth in this Order or

as otherwise specified by QMC to Supplier. Upon completion or termination of this Order, all Items shall be retained by Supplier at its expense, until disposition directions are received from QMC. QMC shall, at such time as is specified in this Order or as otherwise stipulated by QMC, acquire title to and the right to possession of special tooling, the cost of which is fully or substantially amortized in the price of Products or Services. If QMC or Supplier defaults under this Order or in the event of the insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against the Supplier or if Supplier makes an assignment for the benefit of creditors or ceases to carry on business in the ordinary course, Supplier shall immediately on demand deliver all Items and special tooling to QMC and, if QMC so requests, grant QMC access to Supplier's premises for the purpose of removing Items and special tooling. Supplier expressly waives any lien or security interest which Supplier might otherwise have on Items, or special tooling to the extent the costs of which are fully or substantially amortized in the price of the Products, for any amounts owing by Purchaser or Purchaser's customer, including for Products shipped or Services provided by Supplier for work done or value added to the Items. The previous waiver includes but is not limited to molder's, builder's and artisan's liens, and applies regardless of whether such liens arise by statute, regulation or common law.

23. PROPRIETARY RIGHTS. (a) Supplier shall hold and save QMC, QMC's Affiliates and their respective successors, assigns and customers, and users of Products and Services or products incorporating Products or Services, harmless from all loss and/or liability of any nature or kind, including damages, court costs and legal fees, arising or existing because of the infringement or alleged infringement of any patent, trade-mark, copyright, industrial design or process of manufacture for or on account of the manufacture, sale or use of any Products or Services, or products incorporating Products or Services, except where strict compliance by Supplier with specifications prescribed by and originating with QMC constitutes the sole basis of the infringement or alleged infringement. QMC shall notify Supplier, in writing, of any suit filed against QMC or QMC's Affiliates, or their respective successors, assigns or customers, or users of Products or Services or products sold by QMC incorporating Products or Services on account of any such infringement or alleged infringement, and, at Supplier's request, shall give Supplier control of the defense of such suit, insofar as QMC has the authority to do so, and reasonable information and assistance in connection therewith, all at Supplier's expense. QMC and the party against whom suit is brought shall have the right to be represented by their own counsel and actively participate in any such suit, and the reasonable costs of such representation shall be paid by Supplier on demand. (b) Supplier hereby grants to QMC and QMC's Affiliates and their respective successors, assigns and, with QMC's express written consent, customers and users of Products or Services or products sold by QMC incorporating Products or Services, a non-exclusive, royalty free, paid-up, irrevocable, worldwide license (i) to use any and all patents, industrial designs, processes of manufacture and any operating software relating to or incorporated in the Products and Services, including without limitation, such a license to make, repair, rebuild, relocate and sell Products and to have Products made, repaired, rebuilt, relocated and sold, and (ii) to use any copyrighted works of authorship fixed in any tangible medium of expression (including, without limitation, drawings, prints, manuals and specifications) furnished by Supplier to any such party in the course of Supplier's activity hereunder, including without limitation, to reproduce, distribute and display such works and to prepare derivative works based thereon, subject to the other provisions hereof. (c) All patents, trade-marks and industrial designs created or developed by Supplier in connection with supplying Products or Services to QMC shall be and remain the property of QMC.

24. TORT OBLIGATIONS. QMC's rights and Supplier's obligations under this Order shall not limit in any way whatsoever Supplier's common-law tort obligations or QMC's right to sue in tort in addition, or as an alternative, to suing in contract. Supplier hereby waives the right to sue in tort in respect of any matter which is addressed, in whole or in part, by the terms and conditions of this Order.

25. ARBITRATION. Except for disputes between a third party and QMC in which QMC desires to join Supplier, the parties shall use their best efforts to settle all disputes in connection with this Order without litigation by consulting and negotiating with each other in good faith to reach a solution satisfactory to both parties. If the parties do not reach a solution within thirty (30) days ("Negotiation Period") of written notice of such dispute, either party may submit written notice to the other party that such dispute shall be settled by binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and the other party hereby agrees to comply. The place of arbitration shall be Southfield, Michigan, USA. The language to be used in the arbitral proceedings shall be English. The arbitrator shall have the power to grant any remedy or relief that they deem just and equitable, including but not limited to injunctive relief, whether interim and/or final, and any provisional measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction. Each party hereto retains the right to seek interim measures from a judicial authority, and any such request shall not be deemed incompatible with the agreement to arbitrate. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Notwithstanding anything to the contrary, if after the Negotiation Period neither party submits a notice calling for arbitration prior to a party filing a complaint in a court of competent jurisdiction for settlement of such dispute, the parties hereby agree that in such event both parties shall be deemed to have waived their right of settlement of such dispute through arbitration.

26. LIMITATION OF PURCHASER'S LIABILITY; STATUTE OF LIMITATIONS. Purchaser's liability to Supplier on any claim for any loss or damage arising out of, or in connection with, the Order or the breach of an Order shall in no case exceed the Price allocable to the Products or Services (or unit thereof) which give rise to such claim. In no event shall Purchaser be liable to Supplier for anticipated profits or for special, punitive, incidental, indirect or consequential damages, or for penalties of any description. Any action resulting from any breach or failure to perform by Purchaser under the Order must be commenced within one year after the cause of action accrues.

27. ATTORNEYS FEES. In the event of any litigation between the parties, the prevailing party is entitled to cover its reasonable attorney's fees and costs from the other party. In the event of Supplier's insolvency or financial distress, if Purchaser retains legal counsel to provide legal services related to Purchaser's business relationship with Supplier, Purchaser shall have the right to recoup its reasonable legal fees and costs from amounts owing by Supplier to Purchaser.

28. ELECTRONIC COMMUNICATION. The parties recognize that the Order, releases and other communications may be transmitted by telecopier, e-mail or other electronic or telephonic means. Any Order, release or communication so transmitted shall be deemed delivered when sent by Purchaser. Both Purchaser and Supplier agree to accept "electronic records" and "electronic signatures" as those terms are defined under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 *et. seq.*

29. GOVERNING LAW. Unless otherwise specified, all approved transactions shall be governed by and interpreted in accordance with the laws of the State of Michigan, U.S.A., and parties agree to resolve all issues in the State of Michigan, U.S.A.

30. PARAGRAPH HEADINGS. Paragraph headings are inserted for convenience only and shall not be used to interpret this Order.

31. WAIVER. No waiver of any of the terms and conditions of the Order shall be effective unless made in a writing signed by an authorized representative of Purchaser. The failure of a party to claim a breach of any term of this Order shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term.

32. ENTIRE AGREEMENT. These Terms and Conditions together with the terms set out in the face of Purchaser's Order form constitute the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements, communication and understandings of any nature whatsoever, oral or written. This Order may not be modified except in writing signed by a duly authorized representative of the party to be charged with an obligation under such modification.

If this Order is for Services, the following paragraphs are also included in this Order:

S1. SERVICES TO BE RENDERED AT PURCHASER'S PREMISES. Supplier shall take such steps as may be necessary to prevent personal injury or property damage during the performance of the Services. Purchaser reserves the right for any reason to require Supplier to remove any employee, agent or subcontractor of Supplier performing at Purchaser's premises and have Supplier replace such individual with an employee, agent or subcontractor acceptable to Purchaser.

S2. PURCHASER SECURITY RULES/PROCEDURES. Supplier and its employees, agents and subcontractors shall comply at all times with Purchaser's security measures, rules and procedures when on Purchaser's premises.

S3. DISRUPTION OF BUSINESS. Unless otherwise specified on the face of this Order, Services shall be provided during Purchaser's normal workday and be provided with minimum disruption to Purchaser's business operations. Supplier shall be responsible for all cleanup costs and costs of restoring Purchaser's premises to its original condition.

S4. WAIVER OF LIEN. At Purchaser's request, Supplier shall, prior to being entitled to receive payment, supply Purchaser with evidence of payment in full of Supplier's employees, suppliers, and/or subcontractors.

S5. INDEPENDENT CONTRACTOR. Supplier shall provide the Services as an independent contractor and not as an agent, servant or employee of Purchaser.

S6. TITLE. All rights, title and interest in and to all deliverable items, and all work product produced or delivered pursuant to this Order shall belong to and vest in Purchaser, including, without limitation, all rights to patent such deliverable items or work product, and the deliverable items or work product shall be considered "works for hire" within the meaning of the Copyright Act, and accordingly may be used by Purchaser for any purpose without restriction. If any work of authorship created by the Supplier in performing Services does not qualify as "work made for hire", Supplier hereby assigns (or, if Supplier has failed to previously secure ownership of all copyrights in such portion of any work of authorship, Supplier will obtain title and assign) all copyrights to such work to Purchaser.