GENERAL

1. ACCEPTANCE. Supplier shall provide copies 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 work 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. OMEM 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 terms are Net 60 days or as on the face of the purchase order from the later of Purchaser’s acceptance of the Product and/or Services and Purchaser’s receipt of an invoice therefore. Purchaser must be notified by Supplier of any potential problems with past due accounts receivable within 30 short calendar 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 QMC for the same or substantially similar goods or services. 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, INSURANCE AND RISK. (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 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 prompt delivery of all documents and 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 officers, directors, employees, agents and insurers, for any losses, damages or losses incurred (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 has a direct or indirect beneficial equity interest in the party.

8. CHANGES. Supplier may, at any time by 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 specifically described 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.

Any such change causes an increase or decrease in the cost of performance of 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), production capacity, or management of the Products under this 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 from Supplier, irrespective of whether dedication is related to the Products or Services covered by this Order.

10. TERMINATION, BREACH AND TIME FOR PERFORMANCE. (a) Supplier 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 to reimbursement of the reasonable and documented costs that 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 this Order. Purchaser may cancel this Order at any time by written notice to Supplier.

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 whatever nature or kind, accruing 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 insurance against loss by reason of injury to persons or damage to property, including, but not limited to, 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 approved by QMC, naming QMC as additional insured. 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 be deemed to 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 2.01) in no case, however, shall QMC be liable to 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 of Products or performance of Services, including without limitation, the following: (a) all domestic laws, regulations, federal, state and local; (b) all federal, state and local environmental laws, regulations and permits; (c) all environmental, health and safety laws, regulations and permits; (d) all health and safety laws, regulations and permits applicable to the performance of Services; (e) all laws, regulations and permits applicable to the clean-up and remediation of any hazardous substances or releases; and (f) all laws, regulations and permits applicable to the production, manufacture, sale, distribution, use, transport or disposal of any hazardous substances or releases. Supplier shall indemnify and save QMC, QMC’s Affiliates and their respective officers, directors, employees, contractors, representatives, agents, successors and assigns harmless from and against any loss, liability or damage (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, at all Supplier’s expense and without limiting QMC’s other rights or remedies. Supplier’s warranties shall also apply to such replaced, repaired 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 expense, with all transportation charges, testing and inspection to 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 utility for the purpose for which they are supplied and sold. Purchaser shall have the right to terminate this Order for its convenience pursuant to paragraph 18. If any such cause affects Supplier’s performance for a period of 10 or more days, Purchaser shall have the right to terminate this Order immediately. Supplier shall, at its own expense, repair or replace any Items if necessary. QMC shall be paid all reasonable charges for the repair work or for the replacement services.

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 during the period of manufacture. If any such inspection or testing is made by 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, with all additional charge, a testing system which will assure that all Products purchased hereunder are technically sound and in compliance with the designs, drawings, specifications, samples and other descriptive information furnished by QMC. Unless otherwise expressly agreed to in writing, all Items shall be absolutely free from any trace of any foreign substance which may affect the characteristics of the Items. In the absence of any special instructions, all Items shall be manufactured, fabricated, assembled, and shipped by Supplier. No deviation from the design or specifications shall be made without the prior written consent of QMC. Supplier shall supply at its own expense all materials, equipment, tools, jigs, dies, fixtures, 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, defend and hold harmless QMC, QMC’s Affiliates and their respective successors, assigns and customers and users of products containing Products or Services against any claims, damages, losses and expenses, including but not limited to, any loss of 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.

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 hereafter as “the Property”) shall be the property of QMC and Supplier shall be responsible for the same. Supplier and QMC shall maintain accounting and property control records for all such Property 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.
as otherwise specified by QMC to Supplier. On 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 give the right to represent 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 or Services or products incorporating Products or Services, such as 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 any term of the Order 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 Purchaser to Supplier.

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 market 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.