

Terms and Conditions of Barron Industries, Inc. ("BI" or "Buyer") Purchase Order

1) ENTIRE AGREEMENT: (A) Each purchase order, together with these Terms and Conditions, any documents referenced herein and the attachments, supplemental clauses specifically referenced on each purchase order or on the Buyer's website at <http://www.barron-industries.com>, all of which constitute the Purchase Order and complete agreement between the parties and which cancels and supersedes any prior or contemporaneous negotiation or agreement. No change, modification, renewal or termination of this Purchase Order shall be binding upon Buyer unless made in writing and signed by Buyer's authorized agent. No modification shall be deemed effective or accepted by use of Seller's forms containing different terms and conditions which terms and conditions are expressly rejected by Buyer. Buyer's Purchase Order and these terms and conditions shall govern in the event of any conflict between forms, negotiations and documents between Buyer and Seller so that there shall not be a "battle of the forms" issue.

(B) Buyer may modify the Terms and Conditions from time to time by providing written attachments and/or change order posting notice of changes to its website either ten (10) days prior to the modified Terms and Conditions becoming effective or prior to Seller's acceptance by any method in (2) below.

2) ACCEPTANCE: Acceptance is expressly limited to these Terms and Conditions and such Terms and Conditions stated on the face of the Purchase Order. Seller shall be deemed to have accepted the Purchase Order by: (i) acknowledging acceptance in writing, (ii) performing work/rendering service pursuant to the Purchase Order; or (iii) delivering goods. By accepting this Purchase Order, Seller waives any requirement of a signed acceptance of this Purchase Order. Seller acknowledges having read the Purchase Order and related documents and understands the Terms and Conditions and text thereof.

3) PRICING: Seller represents, warrants and covenants that the material or work purchased hereunder ("Goods") are and will remain competitive in the areas of price, quality, delivery, design, industry quality metrics and technology. If, at any time, Buyer determines, in Buyer's sole and absolute discretion that the Goods do not remain competitive in terms of price, quality, delivery, design, industry quality metrics and technology, Buyer, to the extent in compliance with any covenants not to disclose third-party confidential information, will advise Seller in writing of the areas in which Seller's Goods are not then competitive. If within 30 days after Seller's receipt of such written notice Seller does not agree to sell the Goods to Buyer at all of the more competitive terms of price, quality, delivery, design, industry quality metrics and technology as stated therein, Buyer may, at Buyer's option, terminate this Agreement and purchase the Goods from any person without any costs, damages, surcharge, back charge, or any other liability to Seller, including, but not by way of limitation, for raw materials, work in process or inventory not yet received by Buyer. Seller agrees to supply the Goods for the price set forth in the Purchase Order at all times and there shall be no adjustments to the price of Goods without the prior written, signed consent of Buyer.

INVOICING: Buyer shall have no obligation to pay for any Goods until a correct invoice for such Goods is received by Buyer. Term for all Goods shall be net 30 days pay terms after receipt of invoice. Invoice must show the location to which the Goods were delivered.

4) CHANGE IN SPECIFICATION: Buyer reserves the right to make changes in drawings, designs and specifications as to any material and/or work covered under this order and adjust the shipping schedule accordingly. Any change must be by written change order signed by Buyer and incorporated into the Purchase Order. Seller must notify Buyer in writing and within seven (7) days of any price or delivery change, before proceeding, or Seller shall be held to the original terms regarding price and delivery.

5) DELIVERY SCHEDULES: (A) Deliveries shall be made both in quantities and at times specified on the Purchase Order and/or accompanying Releases or on Releases furnished by Buyer. Time and quantity of delivery is of the essence of this Purchase Order. Shipments in excess of those authorized by Buyer may be returned to Seller at Seller's expense, and Buyer may debit Seller for the cost of such returns. Buyer may cancel this Purchase Order or any unshipped portion without liability or waiver of any other rights and remedies, if delivery is not made in accordance with the shipping schedule stated in this Purchase Order or in accordance with shipping instructions given by Buyer to Seller. Seller shall notify Buyer's purchasing department of any delay and when shipment will be made. Buyer may extend delivery schedules or defer shipment dates of Goods ordered herein neither of which shall entitle Seller to modify price terms. When deliveries are specified to be in accordance with a Release (as defined below), then and in that event, Seller shall not fabricate or assemble any product nor procure required materials, nor ship any product, except to the extent authorized by said Releases. Seller must conform to Buyer's special instructions regarding specific mode of transportation. With each delivery, Seller shall be deemed to have made the representations warranties and covenants with respect to its financial and operating condition provided herein.

(B) Premium shipping expenses and/or other related expenses necessary to meet delivery schedules set forth in Releases shall be Seller's sole responsibility, unless the delay or expense was solely the result of Buyer's negligence and Seller provides Buyer with notice of any claim against Buyer within ten (10) days after the occurrence of the alleged negligent action of Buyer giving rise to such claim or any such claim shall be barred.

(C) Notwithstanding any agreement concerning payment of freight expenses, delivery shall not have occurred and the risk of loss shall remain with Seller until the Goods have been delivered FOB to Buyer's Oxford facility and have been accepted at that facility.

6) QUANTITIES/DURATION: (A) Seller shall provide with each quote the lead time associated with the production of each item along with the minimum production requirement per item.

(B) The quantity applicable to each Purchase Order is specified on the face of the Purchase Order. The quantity specified may be for up to one hundred percent (100%) of Buyer's requirements for the Goods. Seller further acknowledges and agrees that Seller is obligated to provide Goods to Buyer in the quantity specified in any release issued by Buyer ("Release"). A Release will specify a firm quantity of Goods and/or a firm quantity of

raw materials/components that Buyer will be responsible for in the event of early termination within the stated lead time and wherein the production has already begun. Releases may include Projections (defined below), but Releases are only binding upon Buyer for, and Buyer will have no obligation or liability beyond, the firm quantity specified in the Release. Seller acknowledges and agrees to accept the risk associated with the lead times of the various components if they are beyond the firm Release quantities provided by Buyer.

C. Unless stated otherwise on the face of the Purchase Order, the duration of each Purchase Order shall be the life of the program(s) into which the Goods ultimately are incorporated, plus applicable service and replacement parts requirements as needed. Buyer and Seller acknowledge, however, that this Section does not affect or otherwise change Buyer's rights of termination set forth herein.

D. Upon the expiration of any Purchase Order, Seller shall cooperate with Buyer and provide all reasonably requested support and information required by Buyer to facilitate Buyer's sourcing of Goods to a replacement supplier. Life of the program shall include a program/parts obsolescence.

E. From time to time and in connection with quotations, requisitions, and Purchase Orders, Buyer may provide Seller with estimates, forecasts or projections of its future volume or quantity requirements for the Goods and/or the term of a program ("Projections"). Projections, unlike a Release for a firm quantity, are not binding on Buyer. They also are not a commitment to a requirements contract.

7) QUALITY: (A) Seller shall be responsible for all PPAP submissions as set forth in "Quality Systems Requirements QS9000" ("QS9000") which is incorporated herein by reference and made a part of this agreement. Seller is responsible for the release of material required for this program as directed by and in accordance with the requirements set forth by Buyer. Seller agrees to participate in Buyer's Supplier and Quality Development programs. In addition, Seller shall comply with all quality requirements and procedures specified by Buyer, as the same may be modified from time to time, including those applicable to Seller as set forth in QS9000.

(B) Based on Buyer's assessment of responsibility, Seller may be held responsible for any and all costs associated with quality issue investigation, containment, inspection, sequencing, and Remedial Actions on account of Goods provided by Seller to Buyer (including third party activities identified and initiated by Buyer). Seller is obligated to provide all reasonable support requested by Buyer to address immediately and correct concerns regarding the quality of Supplies provided. Seller shall provide additional resources, as necessary and as identified by Buyer, to support product development, process development, validation, production launch, or any issue that may jeopardize the success of the manufacture or assembly of any Supplies or of the program.

(C) Seller warrants that its overall equipment (shared and specific), plant capacity, labor, and financial resources are adequate to meet Buyer's needs. Ongoing capacity analysis must account for at least: scrap variation, downtime, maintenance, and other customer requirements. Each production process must successfully complete a run-at-rate. The run-at-rate must demonstrate that Seller's production process can produce in less than 24 hours at least one day's quantity of acceptable quality Goods to satisfy Seller's Capacity Planning Volume ("CPV"). Buyer is not obligated to pay Seller any incremental costs as long as the Release quantities do not exceed Seller's CPV. The requirement for capacity and the CPV is not a volume, program or other commitment by Buyer.

(D) Seller is responsible for all sub-tier providers of goods or services. Seller must maintain adequate development, validation, launch, and ongoing supervision to assure all Goods provided to Buyer conform to all specifications, standards, drawings, samples and descriptions, including, without limitation, as to quality, performance, fit, form, function and appearance, under the Purchase Order.

8) CUSTOMER REQUIREMENTS: To the extent that this Purchase Order or any other Purchase Order covers Goods which are parts, components, items, tooling, or services being supplied to or for the benefit of any customer of Buyer, Seller acknowledges and agrees that such Goods must be in compliance with all of the applicable requirements, specifications, standards, pricing requirements (even if such pricing differs from the Purchase Order price), audit standards, and terms and conditions for such Goods which are set forth in the customer's purchase documents.

9) CANCELLATION: In the event of cancellation of this Purchase Order, or any part thereof by Buyer without cause, Buyer's liability, if any, shall not under any circumstances exceed Seller's reasonable costs for labor and material that Seller incurred at the time of cancellation, less salvage. Notwithstanding anything to the contrary contained herein, Buyer shall not be liable under any circumstances for any incidental, consequential, indirect, special, exemplary, or punitive damages whether or not foreseeable and whether or not Seller has been advised of the possibility of same.

10) REJECTIONS: All Goods shall be received subject to Buyer's inspection. If any of the Goods are found to be defective in material or workmanship, or otherwise not in conformity with this Purchase Order, Buyer, in addition to any other rights which it may have under warranties or otherwise, and regardless of whether such goods have already been paid for, shall have the right to reject and return such Goods at Seller's expense, such Goods not to be replaced without written consent from Buyer. Buyer shall not be required to provide specific detail as to a defect, but inform Seller that it has a problem or concern with the Goods. Seller will reimburse Buyer for all shipping charges incurred by Buyer on all rejected Goods. Buyer may internally or by contract of any supplier of Buyer's choice cause the full inspection, sorting, containment, sequencing, and reengineering of any Goods in order to maintain the integrity of the supply chain and timing of production scheduled at Seller's cost.

11) BUYER AND CUSTOMER MATERIALS/SPECIAL TOOLS: Dies, tools, gauges, fixtures, patterns and replacements thereof ("Tools") are furnished at the expense of the Buyer or Seller, are to be kept in first class working condition, and the entire cost of maintenance, repair and replacement shall be at the expense of Seller. Tooling used in the performance of this agreement is the property of BI, or its customer, and is intended for the sole use in the performance of this agreement. Said tooling shall not be modified unless authorized by BI. Seller shall maintain the tools to the latest engineering level, during the term of this agreement for which the tooling is intended. Said maintenance of tools shall continue until such time Seller receives written notice authorizing the movement or scrap of the tools. Seller shall be responsible for insuring that all tooling buyoff procedures are adhered to. Seller

- expressly agrees that it will not use any of such items owned by BI in the production, manufacture or design of any articles or materials of any other buyer, without first obtaining written consent of BI. Any materials, tools or equipment furnished by BI on other than a charge basis in connection with this order shall be deemed as held by Seller upon consignment and BI shall be entitled to take possession thereof upon completion of this order, or upon cancellation thereof. All such materials, tools and equipment shall be fully insured by Seller against loss by fire or other casualty, and shall be subject at all times to disposition as BI may direct, shall not be commingled with property of Seller or to others and, upon demand, shall be delivered/surrendered to BI in the same condition as received, barring reasonable wear and tear. In the event of any termination or cancellation, with or without cause, of this Agreement or dispute between the parties; notwithstanding any law to the contrary, all Tools shall, upon BI's written request, be immediately returned to BI or BI's customer or BI or BI's customer shall be given or maintain possession of such Tools without claim or interest by Seller, free and clear of all liens and encumbrances, Seller shall refrain from asserting any liens; and Seller waives any rights or remedies specifically with respect to Tooling under any law, statute, rule or regulation
- 20) **EFFECT OF TERMINATION.** The expiration or sooner termination of this Agreement shall not release either party from any liability which at the time of expiration has already accrued against the other party or which thereafter may accrue against the other party in respect of accepted orders/release(s) that are accepted prior to such expiration or termination thereof.
- 21) **TERM:** The initial term of the Agreement shall be stated in the purchase order except as may be shortened by part obsolescence as provided in paragraph 19.
- 22) **MANUFACTURING CAPACITY:** Seller will have sufficient capacity and the ability to supply BCI the requested parts per the releases. Seller will provide Buyer in writing the minimum run per part number and the lead time to manufacture said parts.
- 23) **TRANSITION OF SUPPLY:** Upon the expiration or earlier termination of any Purchase Order for whatever reason, Seller agrees to take all actions necessary in order to ensure that there is no interruption in the supply of Goods to Buyer and under no circumstances will take steps to shut down the supply chain. Among other things, Seller agrees to take such actions as may be reasonably required by Buyer to accomplish the transition from Seller to an alternative seller, including, without limitation, the following: (A) Seller shall provide all notices necessary or desirable for Buyer to re-source the Purchase Order to an alternative seller; (B) Seller shall provide a sufficient bank of goods covered by the Purchase Order to ensure the orderly transition to any alternative seller chosen by Buyer; and (C) Seller shall timely provide to Buyer all tooling and any other property furnished by or belonging to Buyer or any of Buyer's customers in as good a condition as when received by Seller, reasonable wear and tear excepted; (D) Buyer and the alternative seller reserve the right to access and actively participate during the disconnect or disassemble process for the Buyer's Property, and the location, time and date of the exit shall be mutually agreeable between the Buyer and Seller; and (E) Seller shall, at Buyer's option: (i) assign to Buyer any or all supply contracts or Purchase Orders for raw material or components relating to the Purchase Order; (ii) sell to Buyer, at Seller's cost any or all perishable tooling and Supplies inventory relating to the Purchase Order; and/or (iii) sell to Buyer any of Seller's property relating to the Purchase Order, at a price equal to the unamortized portion of the cost of such items less any amounts Buyer previously has paid to Seller for the cost of such items. Seller shall provide documentation supporting the original cost of any unamortized items. The term "alternative seller" expressly includes, but is not limited to, a Buyer-owned facility.
- 24) **NO TERMINATION RIGHT BY SELLER:** Because Buyer's commitments to its customers are made in reliance on Seller's commitments under each Purchase Order, Seller has no right to terminate any Purchase Order.
- 25) **REMEDIES FOR BREACH BY SELLER:** (A) The rights and remedies reserved to Buyer in each Purchase Order shall be cumulative with, and additional to, all other or further remedies provided in law or equity.
- (B) Seller acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of any Purchase Order by Seller with respect to its delivery of Goods to Buyer and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required.
- (C) Seller also acknowledges and agrees that shutting down a customer's plant creates issues for which money damages are not a sufficient remedy. While the cost of a plant shutdown may easily generate substantial costs, the damages to Buyer's relationship with Buyer's customer through potential loss of business, and other damages which are equally difficult to calculate, are far worse. Because of these risks, in the event of a breach or threatened breach by Seller of any of the representations, warranties or covenants of Seller, Buyer may, without notice to Seller, re-source the production of Goods from Seller to another supplier or dual source any of the Goods covered hereby (i.e., have another supplier produce or be prepared to produce Goods being produced by Seller), to protect Buyer and its customers. This process of moving business may take a considerable amount of time and Seller understands that, given the risks posed by the possible shutdown of Buyer's customer, Buyer is justified in initiating and transferring business without prior notice to Seller.
- (D) Notwithstanding anything to the contrary contained in any Purchase Order, Buyer does not release any claim against Seller that is based in whole or in part on any fraud or duress in connection with the Purchase Order or any breach or anticipatory breach of the Purchase Order or any other Purchase Order between Buyer and Seller (even if that Purchase Order relates to other products).
- 26) **COMPLIANCE WITH LAWS:** Seller agrees, in connection with the production of the Goods and/or the performance of the services specified herein, to comply with the requirements of Section 12 (a) of the Fair Labor Standards Act 1938, as amended. All invoices must carry this certificate in order to be passed on for payment." Seller represents that with respect to the production of the Goods and/or performance of the services covered by this invoice, it fully complies with Section 12 (a) of the Fair Labor Standard Act 1938, as amended." To the extent applicable Seller shall in the performance of this order comply with all other Federal, State, and local laws; and all regulations and orders issued under any applicable law.
- 27) **GOVERNING LAW:** The contract resulting from the acceptance of this order is to be constructed according to the laws of the State of Michigan. "The Seller agrees to abide by the terms outlined in Presidential Executive Order 11246, Section 202, Paragraphs 1 through 7."
- 28) **INDEMNIFICATION:** To the fullest extent permitted by law, the Subcontractor/Supplier/Seller shall indemnify and hold harmless Buyer, and its agents, employees, officers and successors from and against any and all liabilities, claims, causes of action or lawsuits seeking damages on account of personal injury or death to any person, including employees of the Subcontractor/Supplier/Seller, or property damage, including claims of loss of use, which arise out of or result from or are in any way connected with the Goods or work covered by this agreement or the operations or acts of commission or omission of the Subcontractor/Supplier/Seller, including those of its agents, employees or officers. The Subcontractor/Supplier/Seller's indemnity obligation shall include:
1. Indemnity even if the damages sought were alleged to be caused in part by the negligence or fault of or any of its employees, agents or officers.
 2. Indemnity for all damages and judgment interest, all costs and fees, including all defense costs, expenses and actual attorney's fees resulting to or arising out of, resulting from or in any way connected with any claim cause of action or lawsuit
- 12) **NOTICE TO BUYER OF LABOR DISPUTES:** A) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the performance of this order, Seller shall give notice thereof. B) Seller agrees to insert the substance of this clause, including this paragraph (B), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this order; except that such subcontract shall provide that in the event it's timely performance is delayed or threatened by actual or potential labor dispute, the subcontractor shall notify the Seller immediately of all relevant information with respect to such dispute.
- 13) **PATENT, COPYRIGHT AND TRADEMARK INDEMNITY:** In consideration of the purchase of the Goods described herein Seller agrees to hold harmless, indemnify, protect and defend Buyer and customers and the users of its products against all suits of law or in equity, and all claims, demands, damages and judgments arising out of or due to actual or alleged infringement of any patent, copyright or trademark, together with all expenses incurred by Buyer in connection therewith by reason of the sale or use of all the Goods purchased except those specifically designated by Buyer.
- 14) **WARRANTY:** Notwithstanding inspection and acceptance by the Buyer of all Goods furnished under this order or any provision of this order concerning the conclusiveness thereof, the Seller warrants that all the Goods covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and will be fit and sufficient for the purpose intended, and free from defects in workmanship and materials. Seller shall defend, hold harmless, and indemnify Buyer, its subsidiaries, successors, customers and the users of its products against all demands, judgments and actions due to failure of the above described Goods of any manner whatsoever to comply with this contract.
- 15) **INSOLVENCY:** In the event of any proceedings by or against the Seller, voluntary or involuntary, in bankruptcy or insolvency or for the appointment of a receiver of trustee or any assignee for the benefit of creditors, of the property of Seller, the Buyer may cancel this contract forthwith. Buyer shall have the right to seek immediate possession of any materials, tooling and any goods produced but not yet shipped and/or to institute all necessary proceedings with the applicable federal bankruptcy court to protect its interest and obtain possession thereof.
- 16) **TERMINATION FOR DEFAULT:** Buyer reserves the right to terminate immediately all or any part of each Purchase Order, without any liability to Seller, and with all rights of Buyer hereunder upon the occurrence of any of the foregoing events: (A) any default by Seller; (B) if Seller repudiates, breaches or threatens to breach any of the terms of the Purchase Order including, without limitation, Seller's warranties; (C) if Seller fails to perform or deliver Goods as specified by Buyer; (D) if Seller fails to provide Buyer with adequate and reasonable assurance of Seller's ability to perform timely any of Seller's obligations under any Purchase Order, including, without limitation, delivery of Goods; (E) if Seller adjusts the price of the Goods without the prior written and signed consent of Buyer; (F) if Buyer terminates for breach any other Purchase Order issued by Buyer to Seller in accordance with the terms of such Purchase Order (whether or not such other Purchase Order is related to the Purchase Order); or (G) if Seller fails to remain competitive with respect to price, quality, delivery, technology, payment terms, or customer support.
- 17) **TERMINATION FOR CHANGE OF CONTROL:** In addition to its other remedies, Buyer may, at its option, terminate this Purchase Order without any liability to Seller upon a change of control of Seller. A change of control of Seller includes: (A) the sale, lease or exchange of a substantial portion of Seller's assets used for the production of Supplies, or the entrance into an agreement by Seller regarding the same; (B) the sale or exchange, including, but not limited to, a merger or liquidating distribution, of more than 20% of Seller's stock or other ownership interest (or of such other amount as would result in a change of control of Seller), or the entrance into an agreement regarding the same; (C) the execution of a voting or other agreement providing a person or entity with control of Seller or control of more than 20% of Seller's stock or other ownership interest (or of such other amount as would result in a change of control of Seller). Seller shall notify Buyer promptly in writing upon the occurrence of any of the foregoing events. In the event of a termination pursuant to this paragraph, Buyer shall give Seller written notice of the termination at least thirty (30) days prior to the effective termination date.
- 18) **TERMINATION FOR CONVENIENCE:** In addition to any other right of Buyer to terminate each Purchase Order, Buyer may, at its option, immediately terminate all or any part of the Purchase Order at any time and for any reason by giving written notice to Seller. In such event, Buyer's only liability to Seller shall be as set forth in Section 9 above.
- 19) **TERMINATION FOR OBSOLESCENCE.** Program/Product Obsolescence: Seller, upon receipt of notice of part/program obsolescence, will continue to supply the requested parts per the release(s) at the agreed upon price. Upon receipt of said notice, Seller shall notify Buyer in writing of the remaining parts in inventory. Termination shall in no way affect Seller's obligations pursuant to the purchase order terms and conditions and release(s). There shall be no price increase due to the program/part concluding and any attempt by Seller to increase price shall not be binding upon Buyer unless agreed to in writing and signed by Buyer prior to any such price increase taking effect.

required indemnity by the Subcontractor/Supplier/Seller.

3. All expenses including costs, expenses and actual attorney's fees, incurred in securing indemnity from the Subcontractor/Supplier/Seller if the Subcontractor/Supplier/Seller fails to or wrongfully refuses to fulfill any of the indemnity obligations specified and assumed under this contract. Subcontractor/Supplier/Seller's obligation to indemnify shall not include any obligation to indemnify for Buyer's sole negligence or in any case which is prohibited by Michigan MCLA 691.991 or other comparable state law.

29) SEVERABILITY. If any term(s) of the Purchase Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Purchase Order shall remain in full force and effect.

30) NOTICES. All notices, claims and other communications to Buyer required or permitted under the Purchase Order shall be made in writing and sent by certified or registered mail, return receipt requested and proper postage prepaid to the following address and shall be effective only upon receipt by Buyer in the form set forth in this paragraph:

Barron Industries
215 Plexus Drive
P.O. Box 138
Oxford, MI 48371
Phone: 248-628-4300
Fax: 248-628-3810
Attn:

Seller's failure to provide any notice, claim or other communication to Buyer in the manner and within the time periods specified in the Purchase Order shall constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication.

31) NON-SOLICIT/NON-CIRCUMVENT. Seller shall not solicit Buyer's customers for the sale of the Goods which are the subject of this purchase order and shall not circumvent Buyer and sell or supply such Goods to Buyer's customer or any other supplier to Buyer's customer. Seller agrees that monetary damages would be difficult to ascertain and accordingly agrees to injunctive relief including, but not limited to, temporary or permanent injunction in addition to any other remedies Buyer may have.

32) CONFIDENTIALITY. Seller agrees not to use or disclose any or all information that is disclosed to Seller by Buyer including, but not limited to, all intellectual property, trade secrets, customer information, drawings, specifications, prints, sketches, patents, patent-related information, processes, know how, notes, pricing, the terms of any purchase orders, releases, or any other similar information or materials ("Confidential Information"). All Confidential Information is proprietary to Buyer and its use, disclosure, or employ in any manner shall in no way be construed to be a sale license or other alienation of interest of said information and Seller shall have no right to use, sell, or license Confidential Information except to fulfill its obligations under any purchase order or release to Buyer. Seller's covenant not to disclose Confidential Information shall survive the termination of any purchase order, release, or program. Seller expressly assigns to Buyer any improvements to Buyer's Confidential Information made by Seller and agrees to execute and deliver any documentation reasonably requested by Buyer to effectuate such assignment.

33) TIME OF ESSENCE. Because program timing to Buyer and Buyer's customers is material, time is of the essence in the Seller's performance of all of Seller's obligations hereunder.