



## PURCHASE ORDER CONDITIONS

October 2008

### 1. Acceptance

Acceptance, acknowledgment or shipment of any part of this order constitutes an agreement to all terms and conditions set forth or referenced herein and on the face hereof and on attachments hereto and such terms and conditions shall constitute the entire agreement between Seller and Purchaser except as otherwise provide below. This order constitutes an offer by Purchaser and expressly limits acceptance to the terms and conditions stated herein and no agent or employee of Purchaser is authorized to make any agreement or understanding in any way modifying the terms and conditions of this order, nor shall any additional provisions or provisions of variance herewith that may appear in Seller's quotation, acknowledgment, invoice or in any other communication from Seller to Purchaser be deemed accepted by or binding on Purchaser, such provisions being rejected by Purchaser and superseded by the terms and conditions stated herein, unless and until expressly assented to in writing with legal consideration by Purchaser's authorized representative. In the event of a conflict between these order conditions and the terms of any contract between Purchaser and Seller, the terms of that contract shall supersede these order conditions. Stenographic and clerical errors and omissions by the Purchaser are subject to correction.

### 2. Price

If Seller's price or the regular market price of the items covered hereunder is lower than the price stated in this order on the date of shipment of the item, Seller agrees to give Purchaser the benefit of such lower price on any such item. No charges for transportation, boxing, crating, etc., are allowable unless Purchaser has previously approved.

### 3. Default and Delays in Shipment

Time and rate of delivery are of the essence. Purchaser may by written notice of default to Seller (a) terminate the whole or any part of this order in any one of the following circumstances: (i) if Seller fails to make shipment of items or fails to perform the work within the time specified herein or any extension thereof; or (ii) if Seller fails to comply with the other terms and conditions of this order; and (b) procure upon such terms as Purchaser shall deem appropriate, items or services similar to those so terminated, in which case Seller shall continue performance of this order to the extent not terminated and shall be liable to Purchaser for any excess costs for such similar supplies or services and any expenses incurred in connection therewith. Seller shall indemnify and hold harmless Purchaser for all costs, expenses and damages, whether direct, indirect, or consequential, arising from Seller's default described above in (i) and (ii).

### 4. Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Order to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or nonperforming party or its subcontractors. Seller's liability for loss or damage to Purchaser's material in Seller's possession or control shall not be modified by this clause. When a Seller's delay or nonperformance continues for a period of at least fifteen (15) days, Purchaser may terminate, at no charge, this order.

### 5. Inspection

All items shall be received subject to Purchaser's inspection. Items that are defective in workmanship or material or otherwise not in conformity with the requirements of the order may be rejected and returned at Seller's expense or may be accepted at an appropriate reduction in price. Purchaser may require Seller to promptly replace rejected items and, if Seller fails to promptly replace, Purchaser may replace the items elsewhere and charge to Seller the additional cost. Seller shall indemnify and hold harmless Purchaser for all costs, expenses and damages, whether direct, indirect, or consequential, arising from Seller's failure to provide conforming items.

Purchaser shall have the right to evaluate the work furnished pursuant to this order for compliance with the applicable drawings, specifications, samples and other descriptions that are given Seller in connection with this order by Purchaser. Seller shall provide Purchaser and its customer(s) with free access to the work performed and the services provided under this order, for the purpose of inspection thereof. At any time during the progress of the work, Purchaser may reject any or all of the work or services if the same are not in accordance with this order, and shall give written notice to Seller of such non-compliance. Seller agrees to correct, at its expense, each error or defect leading to such rejection and resubmit the corrected work to Purchaser within seven (7) business days, or other mutually agreed upon date, after receipt of notice from Purchaser of such error or defect.

### 6. Warranty

6a. Seller warrants that all items and work will conform strictly with applicable drawings, specifications, samples and other descriptions that are made available to Seller in connection with this order by Purchaser via Purchaser's Supplier Resources web page or by any other means made available by Purchaser. Seller warrants that all items and work will be merchantable and free from defects in design, materials and workmanship and, if not of Purchaser's design, be suitable for the purpose intended whether expressed or reasonably implied. The foregoing warranties shall survive acceptance and payment and shall run to the Purchaser, its customers and the users of the item or work. Remedies may include repair, replacement or reimbursement of the purchase price of nonconforming items at Purchaser's election.

6b. Seller further warrants that it has and will transfer to Purchaser clear and unencumbered title to the items.

6c. Seller shall indemnify and hold harmless Purchaser for all costs, expenses and damages, whether direct, indirect, incidental, or consequential, arising from a breach of this warranty or any other term or condition of this order.

### 7. Patent Indemnity

Notwithstanding the specifications, drawings, samples and other descriptions furnished by Purchaser, Seller warrants that the items and the sale or use thereof by Purchaser or any transferee will not infringe any U.S. or foreign Letters of Patent, copyrights, trade secrets, trade marks or other intellectual property rights. Seller shall defend, indemnify and hold harmless Purchaser, its successors and assigns, customers and users of the items, against

all suits at law or in equity and from all damages, claims, demands and costs for actual or alleged infringement. Seller shall replace or modify infringing items with comparable items acceptable to Purchaser or substantially the same form, fit, and function so as to remove the source of infringement, and shall extend this provision thereto. If the use or sale of any of the above items is enjoined as a result of such claim, suit or action, Seller at no expense to Purchaser shall obtain for Purchaser and its customers the right to use and sell said Product.

### 8. Purchaser's Property

8a. Title to and the right to immediate possession of all tools, molds, dies, parts, supplies, jigs, fixtures, plans, drawings, specifications and all other equipment, materials and property that are furnished by Purchaser for Seller's use hereunder; or are procured, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder; or are in any manner paid for directly or indirectly by Purchaser (all of which is collectively referred to as "Purchaser's Property"); shall at all times be and remain in Purchaser. Seller will ensure that at all times Purchaser's Property shall be and remain free and clear of any interest or claim on the part of Seller's creditors or other third parties. Seller waives any and all liens that it has or may acquire with respect to Purchaser's Property. Seller shall take all measures which Purchaser deems appropriate to perfect or evidence Purchaser's title to all Purchaser's Property, including without limitation executing and filing informational financing statements and other documents with respect thereto, and for such purpose, Seller hereby irrevocably appoints Purchaser as Seller's attorney-in-fact to execute all such documents in Seller's name and on Seller's behalf. Seller shall clearly mark or otherwise adequately identify all Purchaser's Property as belonging to Purchaser. Seller shall not transfer possession of any Purchaser's Property to any third party, or delegate or assign any of Purchaser's obligations with respect thereto, unless otherwise specifically agreed by Purchaser in writing.

8b. While any Purchaser's Property remains in Seller's possession, Seller shall at its expense maintain the same in good operating condition and repair and in compliance with all warranties contained herein. Seller shall be responsible for and shall bear all risk of loss or damage to all Purchaser's Property while in Seller's Care, custody, possession or control, and shall insure such risks with full replacement value fire and extended coverage insurance reasonably satisfactory to Purchaser. Unless otherwise agreed by Purchaser in writing, Seller will use all Purchaser's Property solely and exclusively to perform for Purchaser's benefit hereunder, and not for the benefit of any other party.

8c. Seller, as a material part of the consideration hereunder, hereby assumes all risk of damage to property or injury to persons arising from its use of all Purchaser's Property. Seller shall indemnify Purchaser from and hold Purchaser harmless against any and all claims arising from Seller's use of all Purchaser's Property, including all attorney's fees, expenses and liabilities incurred in the defense or settlement of any such claims, and, in the event of any claim against Purchaser by an employee or agent of Seller, Seller's liability and indemnification obligation hereunder shall not be limited by any amount recoverable by such persons under worker's compensation or similar applicable law. Seller shall maintain such liability insurance with respect to its obligations under this Paragraph as Purchaser may from time to time require.

8d. Purchaser shall have the right to recover immediate possession of all Purchaser's Property at any time, with or without cause, and without any additional charge or fee being assessed to Purchaser by reason of such recovery. Upon Purchaser's request, Seller shall deliver all Purchaser's Property to Purchaser, FOB Seller's dock, in good condition and repair, normal wear and tear only excepted. Seller grants to Purchaser the unconditional right to enter upon Seller's premises during normal business hours upon twenty-four (24) hours notice to recover Purchaser's Property.

### 9. Purchaser's Design

If the items or parts thereof, contracted for hereunder, are of Purchaser's design, the Seller shall not reproduce for others any such item or parts thereof without the prior written consent of Purchaser, nor shall Seller supply or disclose to others any information regarding such items or parts thereof, nor incorporate in other items or articles any special feature of design or manufacture, considered by Purchaser to be peculiar or unique to the items or parts thereof, contracted for hereunder, without such prior written consent.

### 10. Invention

Any invention resulting from or arising out of performance by Seller or Seller's employees under this purchase order, which performance has been funded by Purchaser, shall be the property of Purchaser.

### 11. Payment Terms and Discount

The payments terms governing this order shall be shown on the face of this order. The time in connection with any payment or discount offered Purchaser will be computed from the date of delivery at the destination of items ordered or services rendered, or from the date the correct bill or voucher is received by Purchaser's Accounts Payable Department, if the latter date is later than the aforesaid date of delivery. Payment will be in United States dollars unless otherwise stated in the order.

### 12. Set Off

Any monies due Seller by Purchaser for any items furnished hereunder may, at Purchaser's option, be applied to the payment of any sums owing by Seller to Purchaser.

### 13. Assignment and Delegation

Seller may not assign, pledge, or in any manner encumber Seller's rights under this purchase order or delegate its performance hereunder without Purchaser's written permission. Seller shall be responsible to Purchaser for all work, as defined in this order, performed by Seller's subcontractors at any tier.

### 14. Changes/Stop Work Order

Purchaser may, at any time, by written notice make changes within the general scope of this order in the specifications, designs, drawings, quantity ordered, methods of shipment, packaging, or place or time of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under this order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this order shall be modified in writing accordingly. Any claim by Seller for an adjustment must be made in writing thirty (30) days of the receipt of any such notice. Nothing contained

- herein shall relieve the Seller from proceeding without delay to perform this order as changed.
15. Termination  
In addition to all of the other rights which Purchaser may have to cancel this purchase order, Purchaser shall have the further right, without assigning any reason therefore, to terminate any work hereunder, in whole or in part, at any time. Purchaser will not be liable to Seller for any costs for completed items, items in process or materials acquired or contracted for, if such costs were incurred more than the permitted number of days prior to the delivery dates as stated on the face of this purchase order or if none is stated, 30 days. If Purchaser cancels this purchase order within such time as specified on the face of this purchase order or if none is stated, 30 days, and if the parties cannot agree within a reasonable time upon the amount of fair compensation to the Seller for such termination: (a) Purchaser will pay the contract price for all items reasonably completed in accordance with this purchase order and not previously paid for unless said item(s) is part of Seller's standard commercial items, and (b) Purchaser will pay a fair and proper proportion of the contract price for items in process and for all materials acquired or contracted for within the time specified on the face of this purchase order for the purpose of fulfilling this purchase order which Seller is unable to cancel, return or otherwise use in Seller's operations. Should Purchaser so desire, cancellation charges shall be subject to Purchaser's audit.
16. Indemnification/Insurance  
In the event Seller, its employees, agents, subcontractors and/or lower-tier subcontractors enter premises occupied by or under the control of Purchaser in the performance of this order, Seller agrees that it will indemnify and hold harmless Purchaser, its officers and employees from any loss, costs, damage, expense or liability by reason of property damage, including theft, or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry. Seller, its subcontractors and lower-tier subcontractors shall produce and maintain workers' compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance as Purchaser may require and shall comply with all site requirements. Seller shall provide Purchaser thirty (30) days' advance written notice prior to the effective date of any cancellation or change in the term or coverage of any Seller required insurance. If requested, Seller shall send a "Certificate of Insurance" showing Seller's compliance with these requirements. Seller shall name Purchaser as an additional insured for the duration of this order. Insurance maintained pursuant to this clause shall be considered primary with respect to the interest of Purchaser and is not contributory with any insurance with Purchaser may carry. Seller agrees that Seller, Seller's insurer(s) and anyone claiming by, through, under or in Seller's behalf shall have no claim, right of action or right of subrogation against Purchaser and its customers based on any loss or liability insured against under the foregoing insurance.
17. Compliance with All Laws  
Seller warrants, and it is a condition of this order, that all performance hereunder shall be in accordance with all applicable Federal, State and local laws, regulations and orders, including, but not limited to: OSHA; environmental regulations, phytosanitary standards, licenses or permits; and the Fair Labor Standards Act of 1938, as amended, including sections 6, 7, and 12 thereof. Until received by Purchaser, all items are Seller's sole responsibility including, but not limited to, the responsibility for proper, lawful handling or shipment of such items, or of any by-item or waste stream resulting therefrom. Seller shall indemnify and hold harmless Purchaser, its officers, employees, and agents from any and all claims, demands, suits or actions environmentally related or of any other nature whatsoever, including reasonable attorney's fees, and expenses arising from Seller's activity in the negligent performance or omission of any specified, required or requested work for or on behalf of Purchaser.
18. Right of Access
- 18a. Seller, without additional charge, shall permit reasonable access by representatives of Purchaser, Purchaser's customers and applicable regulatory agencies to Seller's premises (and the premises of Seller's subcontractors and supplier(s)) for the purpose of examining Seller's facilities, processes, goods, and records relating to this order. Such examination may include inspection and testing of equipment, materials, parts, items (including software and licensed materials) to be furnished and services to be rendered, manufacturing and assembly processes, testing and quality procedures, and all applicable records relating to the manufacture, inspection, testing, and sale of such items and the furnishing of such services.
- 18b. If requested by Purchaser, Seller shall provide at its facility, without additional charge, suitable and convenient office space for representatives of Purchaser and/or representatives of Purchaser's customers, as reasonably required. The office shall be properly lighted and heated and maintained in a clean condition and have telephones and facsimile machines.
19. Passage of Title and Risk  
Title and risk of loss or damage to the items shall pass from Seller to Purchaser in accordance with the Incoterm (2000) specified on the face of this order. If this order calls for additional services to be performed after delivery, Seller shall retain title and risk of loss and damage to the items until the additional services have been performed. If Seller is authorized to invoice Purchaser for items upon shipment or prior to the performance of additional services, title to the items shall vest in Purchaser upon payment of the invoice, but risk of loss and damage shall pass to Purchaser when the additional services have been performed.
20. Government Contracts or Subcontracts
- 20a. Inspection and Audit  
The Seller agrees that its plant, books and records shall be subject to inspection and audit at all reasonable times by any authorized representative of the Government Agency with which the prime contract or subcontract of the Purchaser is made.
- 20b. Federal Acquisition Regulations (FARs/DFARS)  
When the items ordered herein are for use in connection with a U.S. Government prime or subcontract: (i) Seller will comply with the following provisions of the Federal Acquisition Regulation (FAR), 48 CFR Part 1-53, pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment; 52.219-8; 52.222-26; 52.222-35; and 52.222-37, and (ii) Seller will comply with the clauses listed in Defense FAR Supplement (48 CFR Parts 201-299) (DFARS) DFARS 252.244-7000, and other agency specific mandatory flowdown acquisition regulations for commercial items identified in this order. Provided, if this order includes a U.S. Government prime contract number, Seller also will comply with acquisition regulations listed elsewhere in this order.
- 20c. Priority Ratings  
If a DO or DX priority rating is indicated on the face hereof, Seller is required to follow the provisions of The Defense Priorities and Allocation System (DPAS).
- 20d. There are also incorporated herein by reference and made an express part hereof all other then current clauses which Purchaser is required by law, regulations, or applicable Government contracts or subcontracts to insert in its subcontracts or orders, and other clauses of standard Government contract forms to the extent the same are applicable to Purchaser's operations requiring the purchased items.
21. Non-Discrimination in Employment  
In connection with performance of work hereunder the Contractor agrees to comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and rules, regulations and orders pertaining thereto.
22. Remedies  
All rights and remedies of Purchaser set forth in this Order or available at law shall be cumulative and not alternative and shall not be exhausted by any one or more uses thereof. The waiver by Purchaser of any term or condition of this order shall not be deemed a waiver of any subsequent breach of the same or any other term or condition. SELLER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ORDER.
23. Limitation of Liability  
In no event shall Purchaser be responsible or held liable to Seller for punitive, indirect, incidental or consequential damages, including, without limitation, liability for loss of use, loss of profits, capital investment, product development costs, unabsorbed overhead, or interest expenses, however the same may be caused, including fault or negligence of Purchaser.
24. Survival of Obligations  
The obligations of the parties under this order, which, by their nature would continue beyond the termination, cancellation or expiration of this order, shall survive the termination, cancellation or expiration of this order.
25. Seller's Liability  
Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any personal injury or alleged personal injury (including death), and/or damage or destruction or alleged damage or destruction to property sustained or alleged to have been sustained in connection with or to have arisen out of the negligent performance of the work by or willful misconduct of Seller, its agents, employees, subcontractors, and consultants, save and except liability as may result from, or be in connection with, the willful or negligent act or omission of Purchaser, its officers, agents employees or independent contractors acting for Purchaser. Seller shall indemnify and hold harmless Purchaser, its officers, agents and employees from any and all liability for such losses, expenses, damages, demands and claims and shall defend any suit or action brought against any or all of them based on any alleged personal injury or damage and shall pay any damage costs and expenses, including attorney's fees, in connection with or resulting from such suit or action.
26. Taxes  
Except where prohibited by law, Purchaser and Seller agree that all customs duties, VAT, turnover taxes, sales tax, and other applicable taxes, social insurance contributions, or fees (those imposed on or measured by the services provided or goods delivered) are included in the prices provided by Seller, and shall not be billed to Purchaser as separate items. Seller shall also be responsible for any and all payroll taxes for services performed in country by Seller's personnel. If VAT, sales tax, or other similar taxes are imposed by the country in which the services are performed, unless Purchaser has provided an exemption certificate or a direct pay permit, Seller agrees to bill such taxes as separate line items on an invoice, in accordance to the applicable taxing jurisdiction's laws. Where VAT is applicable, Seller agrees to use its reasonable commercial efforts to ensure that its invoices to Purchaser are issued in such a way that they meet the requirements for deduction of input VAT by Purchaser.
27. Export Control
- 27a. Seller shall be responsible for the control, disclosure of and access to technical data, information and other items received under this order in accordance with U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR) and the export laws of the country of the Purchaser if the Purchaser is not U.S. based. Seller shall comply with all such laws and regulations and shall indemnify Purchaser for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Purchaser in connection with any violations of such laws and regulations by Seller.
- 27b. If any technical data required to perform this Order is exported to the Seller under a DSP-5, Offshore Procurement License, pursuant to ITAR 124.13, Seller shall comply with the following: (i) The technical data shall be used only to manufacture the items required by this Order; (ii) The technical data shall not be disclosed to any other person, subcontractor, Seller facility or country without the prior written permission of Buyer and the U.S. Department of State, Directorate of Defense Trade Controls, as required; (iii) Seller acknowledges that it is not acquiring any rights to the technical data; (iv) Seller, including lower-tier subcontractors, shall return, or at Buyers' direction, destroy all of the technical data exported to Seller pursuant to this Order upon fulfillment of its terms; (v) Unless otherwise directed by Buyer, Seller shall deliver the items only to Buyer or to an agency of the U.S. Government; and (vi) Seller shall include the terms of this subsection in all lower-tier subcontracts issued when technical data is provided to the lower-tier subcontractor. In all cases Seller, prior to the transfer of such technical data, must have written permission consistent with clause (ii).
28. Import
- 28a. Customs  
For each shipment of items covered by this order, Seller shall furnish Purchaser with a commercial invoice containing, at a minimum, the following information: (a) port of entry; (b) name and address of Seller and Purchaser entity purchasing the items; (c) name of shipper (if different from Seller); (d) country of export; (e) detailed description of items in English; (f) quantities and weights; (g) actual purchase price, including all elements of the amount paid or payable by Purchaser; (h) the currency in which the sale was made; (i) all charges, costs and expenses associated with the items, including freight, insurance, commission, containerization and packing, unless the cost of packing, containerization and inland freight are already included in the invoice price; (j) all rebates or discounts; and (k) the country of origin (manufacture) of the items. The value of any goods or services furnished for the production of the items (e.g., "assists") not included in the invoice price, must be reported on the invoice for the first shipment of goods unless Purchaser directs otherwise in writing. All items, unless specifically exempted, shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit, with the country of manufacture of the items. Seller agrees to comply with all laws and regulations governing the importation of goods into the customs territory of the United States and any other country of importation. Seller agrees to hold harmless and indemnify Purchaser, its directors, officers and employees against all losses, claims, penalties, judgments, liabilities and expenses which any of them may pay or incur arising out of this order, including but not limited to all representations made by the Seller with respect to documentation or other Customs or Governmental requirements with regard to entry requirements, classification, valuation, preferential treatment, duty drawback or trade terms.

28b. Government Duty Increases

If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on items imported by Purchaser under this order, Purchaser reserves the right to terminate this order in accordance with the provisions in Section 15.

28c. Duty Drawback Rights

All drawback of duties and rights thereto related to duties paid by Seller or Purchaser upon importation of the items into any customs territory if the items are subsequently exported from that country shall accrue to the exclusive benefit of Purchaser. Seller agrees to provide Purchaser with all documents, records and other supporting information necessary to obtain any such duty drawback, and agrees to reasonably cooperate with Purchaser to obtain such payment.

28d. C-TPAT

Seller agrees to comply with the Security Recommendations of the U.S. Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT) program to the extent that the C-TPAT Security Recommendations are reasonable for Seller's operations, depending on the company's size and structure. Further information about the C-TPAT program may be found on Customs website at <http://www.cbp.gov>.

29. Notices

Any notice or demand required to be given or made by Seller shall be in writing and shall be duly given or served on Purchaser if sent to the address noted in the Order and by any one of the following means only: (a) by hand -- such communication shall be deemed to have been received on the day of delivery provided receipt of delivery is obtained; (b) by facsimile -- such communication shall be deemed to have been received, under normal service conditions, twenty-four (24) hours following the time of dispatch or on confirmation by the Purchaser, whichever is earlier; or (c) by registered or certified mail (or its international equivalent) -- such communication shall be deemed to have been received, under normal service conditions, on the day it was received or on the tenth day after it was dispatched, whichever is earlier. The Purchaser may change the address by giving prior written notice.

30. Severability

If any of the provisions of this Order shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Order, but rather this entire Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

31. Applicable Law

The laws of New York, without regard to its conflicts of laws principles, shall govern in all respects the performance of this order. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. During pendency of any dispute arising under this order, both parties shall proceed diligently with performance hereunder.

32. Order of Precedence

In the event of any inconsistency among this order, the documents referenced herein and any attachments hereto, the inconsistency shall be resolved by giving precedence in the following descending order: (i) provisions set forth on the face of this order, (ii) the specifications, (iii) the drawings, (iv) these terms and conditions, and (v) the other documents incorporated by reference.

33. Confidential Information

33a. Seller agrees that it will at all times hold in confidence for Purchaser all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by Purchaser to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of Purchaser, reproduce any Information; nor disclose Information to any party; nor use Information for any purpose other than performance for the benefit of Seller hereunder.

33b. Any technical knowledge or information of Seller which the Seller shall have disclosed or may hereafter disclose to the Purchaser in connection with the items or services or other performance covered by this order shall not, unless otherwise specifically agreed upon in writing by the Purchaser, be deemed to be confidential or proprietary information and shall be acquired by Purchaser free from any restrictions as part of the consideration of this purchase order.

33c. Seller shall not, without prior written consent of Purchaser, issue any news release, publicity or promotion material regarding this order or make public use of any Identification in any circumstances related to this order. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of Buyer or its affiliates. Seller shall remove or obliterate any Identification prior to use or disposition of any material rejected or not purchased by Purchaser.