

Suggested additions / modifications to the above:

terms and conditions

EMC Technologies, Inc. General Terms and Conditions of QUOTE:

1. Expiration -- Quote is valid for 60 days from the date quoted, unless otherwise noted.

2. Price -- EMC Pricing is based on information provided at time of quote. EMC Technologies reserves the right to re-quote price should:

- (a.) Customer PO is received outside Quote expiration period.
- (b.) Customer's design specifications, SOW and/or SRD change from information provided at the time of quote, and, as a result increase cost to deliver the purchased item.
- (c.) Customer's Quality Notes change from information provided at the time of quote, and, as a result increase cost and/ or time to deliver the purchased item.
- (d.) Cost of materials or labor changes due to delays caused by Customer instructions.
- (e.) Cost of materials increases more than 5% due to changes in stock availability and/or changes in materials cost at time of purchase.

3. Delivery -- EMC Technologies deliveries are approximate. EMC reserves the right to re-quote delivery should:

- (a.) Customer PO is received outside Quote expiration period.
- (b.) Customer's design specifications, SOW and/or SRD change from information provided at the time of quote, and, as a result increase time to deliver the purchased item.
- (c.) Customer fails to provide EMC Technologies adequate information to begin the project within 30 days of receipt of PO.
- (d.) A project may be placed on hold due to information or components required by the Customer are delayed by more than 15 days from need date. EMC will revise deliveries with customer at the time said information or components become available.
- (e.) Lead times of COTS parts at the time of quote change to Long Lead status at the time of purchase by EMC Technologies.

4. Termination For Convenience -- Buyer may at any time terminate an order entirely, or any part, for its convenience.

(a.) Buyer must provide a written notice specifying extent of termination and the effective date.

(b.) Upon receipt of written notice of termination from Buyer, EMC will immediately cease work, except for portions of order stated to be continuing.

(c.) Buyer will be responsible for all material and labor costs expended to date of termination notice.

(d.) EMC will provide Buyer an itemized list of all completed or partially complete labor and materials containing all resources used prior to effective date of termination.

5. Force Majeure -- All parties shall be relieved of liability for any delays or failures to fulfill orders from causes that are unforeseeable, unavoidable, or otherwise outside of their control.

(a.) If an incident of this nature were to occur EMC will notify the Buyer of intent to invoke an event of force majeure as soon as is feasible.

(b.) An event of force majeure could be invoked if the following circumstances or events of similar importance occur, such as a war, rioting, crime, epidemic, fire, or flood.

(c.) All parties will make reasonable efforts to prevent or reduce negative effects of any nonperformance caused by such an event.