EMI SOLUTIONS, LLC

TERMS AND CONDITIONS OF SALE

QUOTATIONS AND PRICES
Quotes will be honored for a period of 90 days of issuance, unless otherwise noted. Buyer's acceptance of Sales Order Confirmation derived from a Quote constitutes acceptance of the terms and conditions thereof.

TERMS AND CONDITIONS OF SALE
All purchase orders placed with EMI Solutions (Seller) must be in writing and signed by customer's authorized representative. Purchase orders must include: customer address, contact name, address, email address, telephone and fax number, ship to address, quantity, product description, and requested delivery dates. Buyer's purchase order is for administrative purposes only. Orders will be binding contract only when accepted through the issuance of EMI Solutions Order Confirmation.

NOTE: Terms and conditions listed on Buyer's Purchase Order do not supersede EMI Solutions LLC's Terms and Conditions of Sale.

This order is non-cancellable and non-returnable (**NCNR**), and Buyer shall have no right to cancel any portion of the order or return any Products except as expressly provided under the warranty provisions of this agreement**.**

PAYMENT TERMS AND CONDITIONS
Payment terms are granted at the sole discretion of Seller and are subject to revision based on changing levels of credit worthiness. New customers requesting terms must submit a list of current credit references in order to be considered for terms to be granted by the Seller.

Pre-payment terms require full payment before purchase orders will be processed by Seller. Purchase orders with pre-payment terms that remain unpaid after 30 days will expire. Payment terms not stated on the face of the invoice shall be Net 30 days from invoice date. **Past due accounts are subject to a 1.5% finance charge on any unpaid balance after the initial 30 days**. In the event it becomes necessary to turn Buyers account over to a collection agency or an attorney, Buyer agrees to pay all costs of collection including and not limited to reasonable court costs and attorney fees.

In an effort to reduce our carbon footprint, EMI Solutions encourages electronic payment by ACH. Please provide your companies ACH form or contact the accounting team for more information about electronic payment options.

TAXES AND OTHER CHARGES
Prices for product exclude taxes and other charges imposed with respect to the sale, delivery, or payment method and must be paid by the Buyer. With respect to taxes, in order to claim any exemptions. Buyer must provide a valid, signed certificate of exemption for each applicable jurisdiction. Any and all fees associated with payment by wire transfer are the responsibility of theBuyer.

DELIVERY
Orders will be shipped to the address(es) designated by Buyer. Export shipments will be shipped to an address designated by Buyer in accordance with local, state, federal, and international law. Risk of loss and title for components shipped pass to the Buyer upon delivery of said shipment to the carrier. Buyer is responsible for filing any claims with carriers for damaged and/or lost shipments. Buyer will be responsible for all shipping and related charges. Buyer agrees to inspect all products immediately upon receipt and promptly notify Seller in writing of any discrepancy within three (3) business days after receipt.

RETURN OF PRODUCTS
Buyer agrees to notify Seller in writing of any mechanical or electrical discrepancy within 90 days of shipment date. Returns must be pre-approved and issued a valid RMA number by Seller's authorized representative.

Returns will not be accepted if received after (60) days of issuance of an RMA number.

All refunds will be for the original purchase price excluding freight and other administrative costs. Seller reserves the right to reject returns if not in new and unused condition. Returns due to customer error are at the sole discretion of Seller and are further subject to acceptance upon inspection. All returns due to customer error that are accepted will be charged a restocking fee at the sole discretion of Seller.

WARRANTY
Seller warrants to the original purchaser it will, at its sole discretion, repair or replace any defect in workmanship or material of any component purchased from Seller for the life of the equipment in which the component is originally and properly installed and used in accordance with the Seller's specifications of the product. This agreement and warranty supersedes all other warranties expressed or implied.

LIMITATION OF REMEDY AND LIABILITY
Seller's liability including that for breach of contract, negligence, strict liability in tort, or otherwise, for its products, and Buyer's exclusive remedy is limited to the repair or replacement (but not installation) of products found defective by Seller, F.O.B. Seller's factory, transportation charges paid, if returned to the factory for inspection. However, if Seller deems repair or replacement will not remedy a claimed product deficiency, or if a product manufactured by Seller does not comply with the description or specification set forth on Seller's Order Acknowledgment, Seller is limited to any amounts paid on the purchase price, cancellation of the order and acceptance of the product F.O.B. point of manufacture. If the product is not in new and unused condition, Seller reserves the right to make a reasonable depreciation charge for suchuse.

DISCLAIMER
Seller expressly disclaims any obligation or liability for labor performed in connection with installation of repaired or replaced products or for any other expense, injury, loss or damage to persons (including death) or to property or things of whatsoever kind or nature, whether direct, incidental or consequential, including but not limited to those arising from loss of profits, production, increased cost of operation, arising in connection with the sale or use of, or inability to use, seller's equipment or products for any purpose, except as herein provided.

EXPORT CONTROL
Unless otherwise noted, this sale, order or quote may include Munitions List Items (MLI) or Commerce Controlled List Items (CCLI). MLI/CCLI property is controlled by the U.S. Government and in many cases cannot be transferred (exported, sold or given) to a foreign country, a non-U.S. Citizen/National or a non-Permanent U.S. Resident without a valid State/Commerce Department export authorization. It is the responsibility of the Buyer to determine what the applicable requirements may be, and to obtain all necessary authorizations, licenses or approvals. The use, disposition, export and re-export of the property covered or included in this sale, order or quote is subject to the provisions of law referenced in End-Use Certificate DLA Form 1822, DEC 2001, including but not limited to, the Arms Export Control Act (22 USC 2751 et seq.); Export Administration Act of 1979 (50 USC App. 2401 et seq.) as contained under Executive Order 12924; International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.) and the Espionage Act (18 USC 793 et seq.). Buyer agrees not to sell or deliver Sellers products to those areas to which delivery would be forbidden under U.S. law/regulations pertaining thereto.

FORCE MAJEURE
Seller shall not be liable to Buyer for any loss or damage suffered by Buyer directly or indirectly, as a result of Seller's failure to deliver or delay in delivering product or any other term or condition hereof, where such failure or delay is caused by fire, flood, natural disaster, labor relations, war, riot, civil disorder, embargo, government regulations or restrictions of any and all kinds, expropriation of plant by federal or state authority, interruption of or delay in transportation, power failure, inability to obtain materials and supplies, accident, explosion, act of God or other causes of like or different character beyond Seller's control and the time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

APPLICABLE LAWS
The terms and conditions of this sale shall be governed by the laws of the State of California.