

For components purchasing, this quote is firm for 72 hours from the date above, but prices, estimated delivery schedules, and product availability may change as a result of any delay in order placement.

For value added services, this quote is firm for 30 days from the date above, but prices, estimated delivery schedules, and product availability may change as a result of any delay in order placement.

This quote and all sales are made only upon Electro-Comp's standard terms and conditions of sale, a copy of which is transmitted with this quote.

TERMS AND CONDITIONS OF SALE

All quotations and sales by Electro-Comp Services Inc are subject to these terms and conditions

1. Except as otherwise set forth on the front of a Electro-Comp invoice or acknowledgment, terms of payment are net 30 days from invoice date; prices are FOB Electro-Comp facility, and prices do not include any taxes, freight, handling, duty, or other similar charges, payment of which will be the sole responsibility of customer. Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one and one-half percent. Electro-Comp reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of customer's creditworthiness or should customer fail to fulfill their obligations.
2. In the absence of prior agreement as to shipping, Electro-Comp may select a carrier. Customer will pay for storage charges if Electro-Comp holds products at customer's request pending instructions or rescheduled delivery.
3. Products are deemed accepted by customer unless customer notifies Electro-Comp in writing within 5 days of delivery of product shortages, damage, or defect. No returns may be made for any reason without a Return Authorization Form issued by Electro-Comp. If customer refuses to accept tender or delivery of any products, or returns any products without authorization from Electro-Comp such products will be held by Electro-Comp awaiting customer's instruction for 10 days, after which Electro-Comp may deem the products abandoned and dispose of them as it sees fit, without crediting customer's account. No returns are made without complete test report or documentation evidence. Electro-Comp has 10 business days to review all facts before an RMA will be issued.
4. Electro-Comp will not be liable for any failure or delay in its performance, or in the delivery or shipment of products, or for any damages suffered by customer by reason of any fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, fuel, power, materials or supplies, delay in delivery by Electro-Comp

suppliers or any other cause or causes beyond Electro-Comp reasonable control. Electro-Comp reserves the right to cancel without liability any order, the shipment or acquisition of ordered materials of which is or may be delayed for more than 30 days. Electro-Comp reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any product which is in short supply

5. Electro-Comp warrants its product for 30 days after delivery for fit, form and function. Electro-comp assumes no responsibility or liability whatsoever for manufacture's product specifications or the performance or adequacy of any design or specification provided to Electro-comp on behalf of customer. Neither Electro-Comp nor its suppliers will have any liability or obligation to customer or any other person for a claim, loss, damage, or expense caused in whole or in part, directly or indirectly, by the inadequacy of any products for any purpose, by any deficiency or defect in any product, however caused, or lost business or profit.

6. No order or Customer obligation may be cancelled, rescheduled, reconfigured, or assigned without Electro-Comp's prior written authorization and, in such event, customer will be liable to Electro-Comp for any additional costs and expenses incurred by Electro-Comp. Prices are subject to change by Electro-Comp upon customer rescheduling or renegotiation of orders. Prices are also subject to change in response to supplier price increases or if a price has been quoted in error, whereupon, customer may cancel the undelivered portion of any affected order by delivering written notice to Electro-Comp prior to the shipment thereof and within 10 days of its receipt of notice of the price increase.

INVOICES TERMS & CONDITIONS

1. Invoices are payable on receipt unless other terms are negotiated and noted on the invoice. By accepting delivery of goods, Buyers agrees to pay the invoice cost for those goods, and agrees to be bound to these contract terms. These terms may not vary unless specifically agreed to in writing by Electro-Comp.
2. Electro-Comp retains title of all goods until full payment in good funds is received by Electro-Comp. Goods shipped or delivered are F.O.B Clearwater, FL, and risk of loss passes to Buyer upon the earlier of delivery, or placement with a carrier. Buyer shall pay all applicable taxes and shipping costs.
3. Payments on open account shall be applied to oldest invoices first. Balances 30 days or more will accrue 1.5% interest for each month or portion thereof as long as such balance remains due.
4. Electro-Comp is not liable for any incidental, consequential, or special damages, interest, costs or expenses, or for loss of use, loss of data or lost profits or wages. Electro-Comp liability is in all cases limited to refunding the lower of the purchase price or the resale value of the goods at the time of return, at Electro-Comp's option. Electro-Comp will not refund amounts paid for services actually rendered.
5. Electro-Comp remedies for non-payment of this invoice shall include, in addition to all other remedies provided by law, the right to repossess any goods in the possession of Buyer purchased from Electro-Comp, the title for which has not passed to Buyer. Buyer shall surrender such goods upon demand to Electro-Comp or Electro-Comp's agent.
6. Electro-Comp will accept return of non-conforming goods, only when returned in original condition and with a Return Authorization Form issued by Electro-Comp. Special Order items are non-returnable.
7. In the event it becomes necessary for Electro-Comp to incur any collection costs or to sue to collect payment, the Buyer will be responsible for all such reasonable costs, including but not limited to court costs, attorney fees, and collection agency fees on said collection /suit.

Wiring Instructions

Bank Name: Wachovia Bank, N.A.
Bank Routing or ABA: # 031201467
Account: #2000027334375
Account Title Electro-Comp Services, Inc.

Payment by Check

Payable to: Electro-Comp Services, Inc.
3634 131st Ave
Clearwater, FL 33762