



23409 INDUSTRIAL PARK CT
 FARMINGTON HILLS, MI 48335
 USA
 248-478-1182

REMIT TO:
 23409 Industrial Park Ct.
 Farmington Hills, MI 48335

QUOTATION

Order Number	
1119875	
Order Date	Page
2/3/2012 10:15:47	1 of 3

Quote Expires On 3/4/2012

Bill To:

PNEU-MECH PAINT FACILITIES
 7640 DIXIE HIGHWAY
 SUITE #160
 CLARKSTON, MI 48346
 US
 248-620--4700

Ship To:

PNEU-MECH PAINT FACILITIES
 7640 DIXIE HIGHWAY
 SUITE #160
 CLARKSTON, MI 48346
 US

Requested By: Mr. PETE CIPOLLINA

Customer ID: 119884

Ship Via: BESTWAY PREPAY AND ADD

PO Number	FOB	Terms	CSR
	ORIGIN	QUOTE ONLY TERMS TBD	JHBUTLER

Quantities				UOM Unit Size	Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Line#	Ordered	Allocated	Remaining					

Delivery Instructions: BEST WAY PPD&ADD

001	1.00	0.00	1.00	EA	6SL32030CJ286AA0 1.0 OPT SINAMICS LINE REACTOR	EA 1.0	637.1065	637.11
Promise Date:								
002	1.00	0.00	1.00	EA	6SL32440BB001PA1 1.0 SINAMICS G120 CONTROL UNIT CU240B-2 DP B	EA 1.0	219.1555	219.16
Promise Date:								
003	1.00	0.00	1.00	EA	6SL32550AA004CA1 1.0 SINAMICS G120 BASIC OPERATOR PANEL	EA 1.0	47.5456	47.55
Promise Date:								
004	1.00	0.00	1.00	EA	6SL32240BE330UA0 1.0 PM240_FSE_400V_75A_UFLT	EA 1.0	3,580.7780	3,580.78
Promise Date:								
005	1.00	0.00	1.00	EA	6SL32621AD000DA0 1.0 OPT SINAMICS GLAND PLATE FSD & FSE	EA 1.0	106.9776	106.98
Promise Date:								
006	1.00	0.00	1.00	EA	6SL32030CD222AA0 1.0 OPT SINAMICS LINE REACTOR	EA 1.0	293.3440	293.34
Promise Date:								
007	1.00	0.00	1.00	EA	6SL32440BB001PA1 1.0 SINAMICS G120 CONTROL UNIT CU240B-2 DP B	EA 1.0	219.1555	219.16
Promise Date:								
008	1.00	0.00	1.00	EA	6SL32550AA004CA1 1.0 SINAMICS G120 BASIC OPERATOR PANEL	EA 1.0	47.5456	47.55
Promise Date:								



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Line#	Quantities			UOM Unit Size	Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
	Ordered	Allocated	Remaining					
009	1.00	0.00	1.00	EA	6SL32240BE275UA0	EA	1,210.9270	1,210.93
			1.0		PM240_FSC_400V_25A_UFLT	1.0		
					Promise Date:			
010	1.00	0.00	1.00	EA	6SL32621AC000DA0	EA	63.1465	63.15
			1.0		OPT SINAMICS GLAND PLATE FSC	1.0		
					Promise Date:			
011	1.00	0.00	1.00	EA	6SL32030CJ286AA0	EA	637.1065	637.11
			1.0		OPT SINAMICS LINE REACTOR	1.0		
					Promise Date:			
012	1.00	0.00	1.00	EA	6SL32440BB001BA1	EA	167.1525	167.15
			1.0		SINAMICS CONTROL UNIT CU240B-2	1.0		
					Promise Date:			
013	1.00	0.00	1.00	EA	6SL32550AA004CA1	EA	47.5456	47.55
			1.0		SINAMICS G120 BASIC OPERATOR PANEL	1.0		
					Promise Date:			
014	1.00	0.00	1.00	EA	6SL32240BE330UA0	EA	3,580.7780	3,580.78
			1.0		PM240_FSE_400V_75A_UFLT	1.0		
					Promise Date:			
015	1.00	0.00	1.00	EA	6SL32621AD000DA0	EA	106.9776	106.98
			1.0		OPT SINAMICS GLAND PLATE FSD & FSE	1.0		
					Promise Date:			
016	1.00	0.00	1.00	EA	6SL32030CD222AA0	EA	293.3440	293.34
			1.0		OPT SINAMICS LINE REACTOR	1.0		
					Promise Date:			
017	1.00	0.00	1.00	EA	6SL32440BB001BA1	EA	167.1525	167.15
			1.0		SINAMICS CONTROL UNIT CU240B-2	1.0		
					Promise Date:			
018	1.00	0.00	1.00	EA	6SL32550AA004CA1	EA	47.5456	47.55
			1.0		SINAMICS G120 BASIC OPERATOR PANEL	1.0		
					Promise Date:			
019	1.00	0.00	1.00	EA	6SL32240BE275UA0	EA	1,210.9270	1,210.93
			1.0		PM240_FSC_400V_25A_UFLT	1.0		
					Promise Date:			
020	1.00	0.00	1.00	EA	6SL32621AC000DA0	EA	63.1465	63.15
			1.0		OPT SINAMICS GLAND PLATE FSC	1.0		
					Promise Date:			
021	1.00	0.00	1.00	EA	6ES73172EK140AB0	EA	4,409.7795	4,409.78
			1.0		CPU317-2 PN/DP 1 MB	1.0		
					Promise Date:			



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<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		<i>Unit</i>	<i>Extended</i>
<i>Line#</i>	<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Item Description</i>	<i>UOM</i>		<i>Price</i>	<i>Price</i>
				<i>Unit Size</i>		<i>Unit Size</i>			
022	1.00	0.00	1.00	EA	6ES79538LL200AA0	EA		334.2690	334.27
				1.0	S7 MICRO MEMORY CARD 2MB		1.0		
					<i>Promise Date:</i>				
					REPLACES 6ES79538LL110AA0				
023	1.00	0.00	1.00	EA	6AV66430CD011AX1	EA		2,293.6000	2,293.60
				1.0	MP 277 10 INCH TOUCH RETENTIVE MEMORY		1.0		
					<i>Promise Date:</i>				
024	1.00	0.00	1.00	EA	6SL32440BB001PA1	EA		219.1555	219.16
				1.0	SINAMICS G120 CONTROL UNIT CU240B-2 DP B		1.0		
					<i>Promise Date:</i>				
025	1.00	0.00	1.00	EA	6SL32550AA004CA1	EA		47.5456	47.55
				1.0	SINAMICS G120 BASIC OPERATOR PANEL		1.0		
					<i>Promise Date:</i>				
026	1.00	0.00	1.00	EA	6SL32240BE137UA0	EA		252.5860	252.59
				1.0	PM240_FSA_400V_1.3A_UFLT		1.0		
					<i>Promise Date:</i>				
027	1.00	0.00	1.00	EA	6SL32621AA000BA0	EA		50.5172	50.52
				1.0	OPT SINAMICS GLAND PLATE FSA		1.0		
					<i>Promise Date:</i>				

Total Lines: 27

SUB-TOTAL: 20,354.87
TAX: 0.00
AMOUNT TENDERED : 0.00
AMOUNT DUE: 20,354.87

ELECTRO-MATIC PRODUCTS, INC.
STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE:** This document (this "Agreement") constitutes an offer by Seller to sell the goods described herein (the "Goods") to Buyer. The offer may be accepted only on the terms and conditions stated in this Agreement. The terms and conditions of this Agreement shall apply to and govern the sale of the Goods from Seller to Purchaser. **Any additional or different terms and conditions proposed by Purchaser (whether written or oral) are hereby objected to and rejected and, as such, are of no force and effect.**

2. **PRICES:** Prices for the Goods shall be those set forth in Seller's price lists or in written quotations in effect at the time of shipment. Prices are subject to change without notice. Written quotations shall expire within thirty (30) days from the date of their issuance unless terminated earlier by Seller upon notice to Purchaser. Prices do not include any taxes imposed by any governmental authority whatsoever, which taxes shall be paid by Purchaser in accordance with Section 3.

3. **TAXES:** The amount of all present and future sales, revenue, excise, or other taxes applicable to the Goods shall be added to the purchase price and shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Notwithstanding the above, if Seller is required to pay such taxes, Purchaser shall reimburse Seller for such amounts.

4. **ADDITIONAL COSTS/EXPENSES:** Purchaser shall pay all added costs and expenses incurred by Seller as a result of delays in receiving receipt of details, specifications, and other pertinent information from Purchaser or because of changes requested by Purchaser.

5. **PAYMENT:** Purchaser shall pay to Seller the full purchase price of the Goods within the terms noted on the invoice document after the shipment date, as evidenced by Seller's invoice to Purchaser. All invoices paid after the due date will be assessed a late payment fee of one and one-half (1 ½ %) percent per month. Notwithstanding the due date above, Seller reserves the right to require Purchaser, prior to shipment, to pay the purchase price in full or make other adequate assurances of payment satisfactory to Seller when, in Seller's sole opinion, Purchaser's financial condition or other grounds warrant such action. Purchaser hereby agrees to pay all of Seller's costs of collecting any amounts not paid when due, including without limitation reasonable attorney fees.

6. **SHIPMENT/DELIVERY:** All deliveries shall be FOB Seller's facility, Farmington Hills, Michigan. Methods and routes of shipment, unless Seller specifies in writing otherwise, shall be accepted as chosen by Seller in Seller's sole discretion. Purchaser shall pay all costs of shipment. Delivery to the carrier shall constitute delivery and passage of title to Purchaser, and risk of loss shall pass to Purchaser concurrently with passage of title. Seller will use reasonable diligence to meet scheduled shipment dates and times. Such dates and times are the best possible estimates, and not guarantees, of when the Goods will actually be shipped. In no event shall Seller be liable for any losses or damages of any kind due to delays in shipment, nor may Purchaser cancel its contract because of any such delay.

7. **CANCELLATION:** Cancellations of orders, once placed, are not permitted.

8. **RETURN OF GOODS:** The Goods are not returnable or exchangeable.

9. **FORCE MAJEURE:** Seller shall not be liable for any delay in shipment, failure to deliver, or any other nonperformance of the Agreement directly or indirectly resulting from or contributed to by any cause or circumstance beyond Seller's control, including, without limitation, force majeure, accident to Seller's plant or equipment, riots, wars or national emergencies, labor disputes of every kind however caused, embargoes, nondelivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, governmental restrictions, prohibitions, or diversions. In such event, Seller's time for performance under this Agreement shall be extended for a period of time not less than the period of such delay, or at Seller's option, Seller may rescind this Agreement upon ten (10) days' written notice to Purchaser. Furthermore, Seller may allocate its production and deliveries among its customers.

10. **UNAVAILABILITY OF PARTS/MATERIALS:** Seller shall not be liable for any loss or damage caused by the unavailability of parts or materials.

11. **WARRANTY AND WARRANTY LIMITATIONS:** Except as otherwise provided herein, Seller warrants that the Seller Goods (as defined below) are free from defects in material and workmanship under normal use for ninety (90) days after the date of shipment. If Purchaser notifies Seller within such ninety (90)-day period of any claimed defect in the Seller Goods, and after appropriate tests and inspection by Seller, such Seller Goods are found not to be in conformity with this warranty, Seller shall at its sole option and expense, and as Purchaser's sole remedy, either repair or replace the defective Seller Goods. Purchaser shall not return the Seller Goods to Seller, however, without Seller's prior written authorization. Any repairs made by Purchaser or any other person or entity without Seller's prior written authorization will render this warranty void. "Seller Goods" means all Goods except those Goods sold by Seller as a distributor for another manufacturer or as a reseller.

Seller makes no warranty:

(1) concerning the compliance of the Seller Goods with any local, state, or federal laws or regulations, including without limitation electrical, building, or other codes or requirements. Purchaser agrees to accept full responsibility for complying with such laws, regulations, codes, and requirements.

(2) against any defect or damage incurred in transit.

(3) concerning (and does not assume in this or any other document) any obligation or liability in connection with patent or copyright infringement suits brought against Purchaser with respect to the Seller Goods, which were designed by Purchaser.

(4) as to the durability and quality of, or other matter relating to, any materials used in the Seller Goods.

Other than as set forth in this Section, Seller makes no warranty, express or implied, with regard to the Seller Goods.

SELLER'S WARRANTY HEREUNDER IS LIMITED TO REPAIRING OR REPLACING (AT SELLER'S SOLE OPTION) ANY SELLER GOODS THAT ARE PROVED TO BE

DEFECTIVE, AND SELLER SHALL IN NO EVENT HAVE ANY LIABILITY FOR ANY OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION PAYING PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SELLER'S WARRANTY FOR THE SELLER GOODS IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Seller makes no warranty, expressed or implied, with regard to the Manufacturer Goods (as defined below). Seller does, however, assign and transfer to Purchaser any and all warranties of the manufacturer with regard to the Manufacturer Goods. "Manufacturer Goods" means all Goods other than Seller Goods.

12. **SOFTWARE:** With regard to any Seller Goods requiring software, as identified herein, Seller grants to Purchaser a non-transferable, non-exclusive license to use the software for the life of the Seller Goods, subject to the terms and conditions of this Agreement. All such software shall be used by Purchaser at Purchaser's place of business set forth herein and on the applicable Seller Goods. Only Purchaser and its authorized agents may use the software. The software may not be sublicensed, loaned to, or used by any other entity or persons. Purchaser shall not modify, enhance, or otherwise change or supplement the software.

PURCHASER ACCEPTS THE SOFTWARE FROM SELLER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE (OR ANY PORTION THEREOF), ITS PERFORMANCE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR OTHERS FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF THE SOFTWARE.

Purchaser shall not alter or remove any copyright, trade secret, trademark, service mark, patent, proprietary and/or other legal notices contained on or in the software. Purchaser acknowledges that the software has been developed and created by Seller and that Seller has the sole and exclusive proprietary and possessory rights thereof.

Seller makes no warranty, express or implied, with regard to software required for Manufacturer Goods. If software is a component of the Manufacturer Goods Purchaser is buying under this Agreement, Seller does, however, assign and transfer to Purchaser any and all warranties and licenses of the manufacturer with regard to the software required for such Manufacturer Goods. Seller acknowledges that the manufacturer may require Purchaser to sign a separate license agreement with regard to the software associated with the Manufacturer Goods.

13. **GENERAL PROVISIONS:** Any cause of action concerning the transaction reflected by this Agreement (except actions by Seller for nonpayment of amounts due under this Agreement) must be commenced within ninety (90) days after such causes of action accrue. Seller has the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Goods hereunder, and there are no other promises, conditions, understandings, representations, or warranties of any kind. This Agreement may be modified only by a writing signed by both Seller and Purchaser. Seller's failure to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Purchaser shall not assign its obligations hereunder without Seller's prior written consent.

14. **GOVERNING LAW:** The transaction reflected by this Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Michigan, and the parties consent to the jurisdiction of the Michigan courts over this Agreement and over the parties in any proceeding to enforce this Agreement.

15. **SECURITY INTEREST:** Until the full purchase price has been paid, Seller reserves a Purchase Money Security Interest under the Uniform Commercial Code (the "UCC") in the Goods and in all products and proceeds thereof. Purchaser shall execute such documents as Seller may require, including, but not limited to, one or more Financing Statements. Purchaser agrees and hereby appoints Seller as its attorney-in-fact to do, at Seller's option, all acts and things Seller may deem desirable to perfect and continue to perfect the Purchase Money Security Interest granted hereby, including Seller's authority to file Financing Statements naming Purchaser as debtor and Seller as secured party without Purchaser's signature in those states where such filing are permitted, and to sign Purchaser's name thereto where required. At Seller's option, there shall be no delivery of any of the Goods ordered hereunder until all documents necessary to perfect the Purchase Money Security Interest have been executed to Seller's satisfaction. All costs and expenses of Seller, including attorneys' fees for the preparation and recordation of documents deemed necessary and appropriate to establish and perfect the Purchase Money Security Interest, shall be Purchaser's responsibility and shall be immediately payable by Purchaser upon receipt of Seller's invoice for same. This Purchase Money Security Interest is in addition to and not in lieu of any security interest of Seller under Article 2 of the UCC.

16. **INDEMNIFICATION:** Purchaser hereby agrees to hold harmless and indemnify Seller and its agents, employees, directors, and officers from any and all expenses, losses, and damages, including legal fees, incurred as a result of claims by third parties against Seller: (1) due to Purchaser's breach of these Standard Terms and Conditions or (2) resulting from Seller's use of any information (such as drawings, descriptions, models, or pictures) related to the design, manufacture, or distribution of the Goods furnished by Purchaser to Seller (e.g., claims of patent infringement, unfair trade practices or competition or appropriation of proprietary information).

17. **INSTALLATION:** Unless otherwise agreed in writing, the Goods shall be installed by and at the expense of Purchaser.

18. **CONFIDENTIAL INFORMATION:** Purchaser shall not disclose any confidential information of Seller, directly or indirectly, nor use such information in any way, without Seller's prior written consent. All files, records, documents, drawings, specifications, and similar items, whether prepared by Seller or otherwise coming into Seller's possession, shall remain Seller's exclusive property, unless otherwise agreed to in writing by Seller.