

QUOTE

ARROW ELECTRONICS, INC.

ARROW ADVANTAGE
155 CHAIN LAKE DRIVE STE 27
HALIFAX,NOVA SCOTIA B3S 1B3

DIRECT LINE
DIRECT FAX
EMAIL brgreen@arrow.com

TO: ULTIMACHINE
200 12TH ST. N

DATE: 07/03/14

QUOTE#: 9501978

ACCOUNT#: 99448

SOUTH PITTSBURG TN 37380

PAGE: 1 OF: 3

ATTN: BRITT

In reply to your inquiry, we are pleased to submit the following prices and estimated delivery schedules.

ITEM	QUANTITY	CUSTOMER PART / MANUFACTURER PART	UOM	MFR.	UNIT PRICE	EXTENDEDESTIMATED PRICE DELIVERY
01	60,000	04025A220JAT2A	EA	RHAV	0.0034	204.00 STK/11 WKS
02	24,000	C0805C106K8PACTU	EA	KEME	0.0218	523.20 STK/5 WKS
03	2,528,000	C0603C104K5RACTU	EA	KEME	0.0029	7,331.20 STOCK
04	1,717,000	C0402C104K4RAC- TU**DA-HST	EA	KEME	0.0028	4,807.60 WILL ADVIS
05	11,000	UPW1H471MHD1TO	EA	NICH	0.1900	2,090.00 19 WKS
06	90,000	GRM155R60J105KE19D	EA	MURA	0.0025	225.00 STK/14 WKS
07	12,000	C1206C475K5PACTU	EA	KEME	0.0743	891.60 STOCK
08	44,000	CC0603KRX7R7BB224	EA	YAGE	0.0040	176.00 WILL ADVIS
09	12,000	GRM21BR71H105KA12L	EA	MURA	0.0545	654.00 STK/19 WKS
10	22,000	UVZ1H101MPD1TD	EA	NICH	0.0593	1,304.60 15-18 WKS
11	20,000	CC0402KRX7R8BB472	EA	YAGE	0.0012	24.00 WILL ADVIS
12	88,000	1N4148WT	EA	RHFA	0.0119	1,047.20 STK/6 WKS
13	25,000	SMAJ30A	EA	LITT	0.0598	1,495.00 9 WKS
14	33,000	SK310A-TP	EA	MICR	0.0683	2,253.90 STK/10 WKS
15	12,000	S3A-13-F	EA	DIOD	0.0915	1,098.00 STK/8 WKS
16	11,000	SZMM3Z4V7T1G	EA	ON-S	0.0329	361.90 6 WKS
17	11,000	RSB39VTE-17		NON-	0.0000	0.00 NO BID- NF
18	33,000	3522-2		NON-	0.0000	0.00 NO BID- NF
19	11,000	MF-USMF075		NON-	0.0000	0.00 NO BID- NF
20	11,000	PTS181233V075	EA	BUSS	0.1100	1,210.00 11 WKS

CONTINUED

Prices and discounts (if any) apply only to the specific quantities and estimated delivery schedules shown above. Any variation in quantity or requested delivery may result in price or discount changes.

Subject to continuing credit approval, terms of payment are net 30 days from the invoice date as specified on the terms and conditions.

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 delay in order placement, changes in the cost of precious metals, or other causes beyond Arrow's control as set forth in paragraph 6 as specified on the terms and conditions.

ARROW ELECTRONICS,INC.

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

BY B. GREEN / HOUSE

**Page 4 - Terms and
Conditions**

QUOTE

ITEM		CUSTOMER PART / MANUFACTURER PART		UOM	MFR.	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY
21	22,500	BLM41PG600SN1L		EA	MURA	0.0866	1,948.50	STK/8 WKS
22	11,000	XAL5050-153MEB			NON-	0.0000	0.00	NO BID- NF
23	11,000	CBC2012T100M			NON-	0.0000	0.00	NO BID- NF
24	36,000	598-8140-107F		EA	DIAL	0.0389	1,400.40	STK/10 WKS
25	44,000	5988110107F		EA	DIAL	0.0378	1,663.20	STK/10 WKS
26	12,000	598-8170-107F		EA	DIAL	0.0365	438.00	STK/10 WKS
27	22,000	5-104068-1		EA	TE C	1.7100	37,620.00	4-5 WEEKS
28	22,000	PSMN7R0-60YS,115		EA	RHNX	0.3900	8,580.00	26 WKS
29	24,000	IRLML6346TRPBF		EA	IR	0.0476	1,142.40	STK/5 WKS
30	30,000	RC0402FR-0722RL		EA	YAGE	0.0012	36.00	WILL ADVISE
31	20,000	CRCW0402200KFKED		EA	VSHY	0.0020	40.00	STK/9 WKS
32	90,000	CRM1206-FX-R100ELF		EA	BOUR	0.0683	6,147.00	STK/4 WKS
33	70,000	ERJ-3EKF4701V		EA	PANA	0.0020	140.00	STK/6 WKS
34	45,000	CRCW060310R0FKEA		EA	VSHY	0.0020	90.00	STK/12 WKS
35	80,000	ERJ-3EKF1002V		EA	PANA	0.0020	160.00	STK/6 WKS
36	11,000	CSRN2010FK60L0			SEI	0.1300	1,430.00	8-10 WKS
37	90,000	RC0603FR-07100KL		EA	YAGE	0.0012	108.00	WILL ADVISE
38	35,000	CR0603-J/-000ELF		EA	BOUR	0.0015	52.50	STK/11 WKS
39	45,000	CRCW060356R0JNEA		EA	VSHY	0.0015	67.50	STK/12 WKS
40	35,000	ERJ-3EKF1001V		EA	PANA	0.0020	70.00	STK/7 WKS
CONTINUED								

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41	45,000	RC0603JR-071K8L	EA	YAGE	0.0008	36.00	WILL ADVISE
42	20,000	ERJ-2GEJ105X	EA	PANA	0.0019	38.00	STK/5 WKS
43	35,000	CAY16-103J4LF	EA	BOUR	0.0058	203.00	STK/13 WKS
44	15,000	CAY16-102J4LF	EA	BOUR	0.0067	100.50	STK/13 WKS
45	25,000	CG0603MLC-05E	EA	BOUR	0.0472	1,180.00	STK/5 WKS
46	11,000	1571610-2	EA	TE P	0.3100	3,410.00	12 WKS
47	11,000	ATMEGA32U2-MU	EA	ATME	2.4500	26,950.00	STK/16 WKS
48	12,000	ATMEGA2560-16AUR	EA	ATME	9.8600	118,320.00	9 WKS
49	11,000	LM25011MY/NOPB	EA	TINA	0.9600	10,560.00	6 WKS
50	45,000	A4982SETTR-T	EA	ALLE	1.4200	63,900.00	22 WKS
51	11,000	ADUM7441ARQZ-RL7	EA	ADI	1.8000	19,800.00	STK/9 WKS
52	11,000	61729-0010BLF	EA	FCI	0.3900	4,290.00	STK/ 6 WKS
53	22,000	39511004		NON-	0.0000	0.00	NO BID- INC
54	24,000	7M-16.000MEEQ-T	EA	TXC	0.3700	8,880.00	10-12 WKS
55	33,000	0287005.PXCN	EA	LITT	0.0525	1,732.50	STK/9 WKS

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Page 4 - Terms and Conditions

TERMS AND CONDITIONS OF SALE

All quotations and sales by Arrow Electronics, Inc., its subsidiaries or affiliates ("Arrow") are subject to these terms and conditions.

1. Except as otherwise set forth on the front of an Arrow invoice or acknowledgment, terms of payment are net 30 days from invoice date; prices are FOB Arrow's facility (as defined in the Uniform Commercial Code); 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. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs. Arrow 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 any obligation when due.

2. In the absence of prior agreement as to shipping, Arrow may select a carrier. Arrow's responsibility for any loss or damage ends, and title passes, when products are delivered to the carrier, to customer, or to customer's agent (including, without limitation, any test house or value added service provider), whichever occurs first. Customer will pay for storage charges if Arrow holds products at customer's request pending instructions or rescheduled delivery.

3. Arrow warrants those products assembled or customized by it against defects caused solely by faulty assembly or customization for 90 days after delivery. All other products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Arrow or the manufacturer. Customer's exclusive remedy, if any, under these warranties is limited, at Arrow's election, to any one of (a) refund of customer's purchase price, (b) repair by Arrow or the manufacturer of any products found to be defective, or (c) replacement of any such product. Customer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY ARROW OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. ARROW ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO ARROW BY OR ON BEHALF OF CUSTOMER. Use of the customer's part number on any document or on any products is for convenience only and does not constitute any representation by Arrow with respect to the performance, specifications, or fitness of any part for any purpose.

4. Arrow retains a purchase money security interest in all products sold by Arrow to customer, and in the proceeds of any resale of such products, until the purchase price and any other charges due to Arrow have been paid in full. Upon any breach by customer of these terms and conditions, Arrow will have all rights and remedies of a secured party under applicable law, which rights and remedies will be cumulative and not exclusive. Customer is responsible for all costs and expenses incurred by Arrow in collecting any sums owing by customer (which may include, but are not limited to, collection agency and reasonable attorneys' fees). Arrow shall have the right to offset any sum owed by Arrow or any Arrow subsidiary to Customer against any sum owed by Customer to Arrow or any Arrow subsidiary. All transactions are governed by the laws of the State of New York. The parties waive any right to trial by jury.

5. Products are deemed accepted by customer unless customer notifies Arrow in writing within 10 days of delivery of product shortages, damage or defect. No returns may be made for any reason without a Return Authorization Form issued by Arrow. If customer refuses to accept tender or delivery of any products or returns any products without authorization from Arrow, such products will be held by Arrow awaiting customer's instruction for 20 days, after which Arrow may deem the products abandoned and dispose of them as it sees fit, without crediting customer's account.

6. Arrow 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 such failure or delay, when such failure or delay is caused by, or arises in connection with, any fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by Arrow's suppliers or any other cause or causes beyond Arrow's reasonable control. Arrow reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. Arrow 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.

7. This document, and not any purchase order or other customer document (which, if construed to be an offer is hereby rejected), will be deemed an offer or counter offer and is a rejection of any other terms or conditions. Customer, by accepting any products, making any payments or ordering any products having previously received these terms and conditions, will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from customer and whether or not Arrow will specifically or expressly object to any of customer's terms. Arrow's failure to object to any document, communication or act of customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of Arrow before becoming binding on Arrow.

8. If customer's order is placed under a contract with the United States Government, Arrow agrees to comply only with those contract provisions and regulations with which, pursuant to law, it must comply and of which customer has, at the time of order placement, placed Arrow on written notice. In no event will United States Government Cost Accounting Standards apply. All rights in technical data and software owned or licensed by Arrow or the manufacturer are hereby

reserved and deemed restricted or limited. Unless specifically otherwise agreed in writing by Arrow, customer acknowledges that products sold by Arrow are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold Arrow harmless from any loss, cost or damage resulting from customer's breach of the provisions of this paragraph.

9. Products may be subject to export or resale restriction or regulation, and customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to Arrow by its suppliers, and Arrow does not warrant its accuracy and will not be liable for any error with regard to same. Customer uses such information at its own risk.

10. Arrow certifies that it complies with all applicable requirements of Sections 6, 7 and 15 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

11. Except for the warranty coverage referenced in paragraph 3, above, NEITHER ARROW NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY 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 (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR BY ANY FAILURE OR DELAY IN ARROW'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED ARROW OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.

12. The performance of any value added service may void the manufacturer's warranty and render products non returnable. Orders incorporating such services are, accordingly, non cancelable and the products are non returnable. Any third party value added service provider is deemed to be an agent of customer.

13. Any software or other intellectual property included in or relating to products is supplied by its manufacturer or licensor. Arrow makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with all requirements with regard to proprietary and similar rights in and to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if Arrow has broken the seal on any "shrink wrapped" software. If Customer provides Arrow with any intellectual property, Customer warrants that it has all necessary legal rights to such property. Customer will indemnify Arrow against and hold it harmless from any and all liability, cost or expense arising from a breach or purported breach of the requirements described in this section.

14. Arrow may assign accounts receivable to an Arrow affiliate. In order to defray the cost of customer account administration, any credit balance or other sum owed to customer which remains unclaimed by customer for a period of twelve months will become the property of Arrow.

15. No order or Customer obligation may be cancelled, rescheduled, reconfigured, or assigned without Arrow's prior written authorization and, in such event, customer will be liable to Arrow for any additional costs and expenses incurred by Arrow. Prices are subject to change by Arrow upon customer rescheduling or reconfiguration 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 Arrow prior to the shipment thereof and within 10 days of its receipt of notice of the price increase.

ARROW ELECTRONICS, INC.

(AEI 0309)