



SYNQOR, INC. FLEXIBILITY PROVISIONS ALL PRODUCTS

1. Military, Military Power System, Configurable and Custom Products. All orders for Military Products, Military Power System Products, Configurable and Custom Products, and all Base-plated products (excluding fully encased products), are non-cancellable following acknowledgement by SynQor. Once products have been shipped, they are non-returnable except for warranty claims and then only in accordance with the Warranty and Return Material Authorization procedures set forth in the terms and conditions applicable to such Product. Reasonable accommodation can be made for requested rescheduling by contacting SynQor.

2. All Other Products. This Flexibility Policy applies only to orders in process. Once products have been shipped, they are non-returnable except for warranty claims and then only in accordance with the Warranty and Return Material Authorization procedures set forth in SynQor's terms and conditions relating to the product purchased. These Flexibility terms are subject to change at any time by SynQor. Current Lead Times for all Products are available upon request from SynQor.

All requests by Buyer for cancellation or rescheduling of outstanding orders must be made in writing. The date of receipt of such written request by SynQor Sales will be the effective date of the notice, unless such day falls on a U.S. weekend or holiday in which case the date of receipt shall be the next business day. The term "days" means the number of calendar days until the scheduled shipment date per SynQor's purchase order acknowledgement. Rescheduling refers to rescheduling to later delivery dates. Rescheduling to earlier delivery dates and order increases will be handled on a case by case basis. Contact SynQor Sales for more information.

Rescheduling: If the scheduled ship date is within 2 weeks of Buyer's request, no rescheduling is permitted. If the scheduled ship date more than 2 weeks after Buyer's request, rescheduling is permitted so long as the shipment is rescheduled to occur within the same SynQor fiscal quarter as the original ship date. Any requested reschedule date that calls for delivery in a later fiscal quarter must be approved in writing by SynQor. Additionally, only one reschedule per line item per purchase order is permitted, and once a reschedule has been accepted, there can be no cancellation of that line item.

Cancellation: No cancellation is permitted if the request is received within the Lead Time of the product without the prior written consent of SynQor. If the request is received:

- Between one day prior to Lead Time and 30 days prior to Lead Time, 50% cancellation is permitted.
- 31 days prior to Lead Time, 100% cancellation is permitted.