



EMERSON NETWORK POWER-EMBEDDED COMPUTING, INC.

REPRESENTATIONS AND CERTIFICATIONS 2009

1. COMPANY IDENTIFYING DATA

Emerson Network Power- Embedded Computing, Inc. ("Emerson") is owned by Emerson Electric Company, St. Louis, Missouri (NYSE:EMR).

2. BUSINESS CLASSIFICATION

Emerson is not a small or small disadvantaged business concern or a woman-owned small business concern under the criteria and size standards established by the Small Business Administration (SBA) or a labor surplus area concern as identified by the Department of Labor in accordance with 20 CFR 654, Subpart A. Not all end items to be furnished under a resulting contract will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific islands.

3. TYPE OF BUSINESS ORGANIZATION

Emerson operates as a corporation incorporated under the laws of the State of Wisconsin. Emerson's address is 2900 S. Diablo Way, Suite 190, Tempe, AZ 85282. Additional information on EMR, including financial information, can be obtained from the website: http://emerson.com/en-US/about_emerson/investor_relations/Pages/Home.aspx

4. PRODUCTS

4.1 Commercial Items

Emerson does not intend to engage in contracting with the U.S. Government or with a prime or lower tier subcontractor selling to the U.S. Government except with respect to the sale of commercial items under FAR Part 12.

4.2 New Material

Emerson products may include components which have been reworked or refurbished and placed in current production inventory as "new". All products including refurbished components, if any, are provided under Emerson's standard new product warranty.



4.3 Nuclear/Medical

Goods and software sold by Emerson are not for use in connection with any nuclear, medical, life-support and other high risk applications where goods or software failure could lead to loss of life or catastrophic property damage. Buyer accepts goods and software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Emerson from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that Emerson's liability is based on negligence or strict liability.

4.4 Buy American Act

Emerson makes no representation that products are manufactured or assembled in the United States. Products may include components or subcomponents that are not manufactured in the United States. Products manufactured by third parties, acquired by Emerson for resale to customers, might not be manufactured in the United States.

The US Government has issued a Buy American Act Exemption for Commercial Item Technology (DFARS Case 2005-D011). This ruling provides an exemption from the Buy American Act for the acquisition of commercial information technology which Emerson believes applies to Emerson products.

<http://www.acq.osd.mil/dpap/dars/dfars/changenotice/archive/2006/20061004/2005d011f.doc>

4.5 Specialty Metals Restriction (Berry Amendment)

On January 29, 2008 the Department of Defense issued a memorandum regarding a revised position on specialty metals (DARS Tracking # 2008-O0002). This memorandum now exempts commercial off the shelf products (COTS) from the previous Specialty Metal requirements. Emerson believes that this exemption applies to Emerson COTS products

<http://www.acq.osd.mil/dpap/policy/policyvault/2007-1613-DPAP.pdf>

5. GOVERNMENTAL LAWS REGULATIONS AND CONTRACT CONDITIONS

In the event that Buyer elects to sell Emerson products or services to the U.S. Government or to a prime contractor selling to the US. Government, Buyer does so solely at its own option and risk and agrees not to obligate Emerson as a subcontractor or otherwise to the U.S. Government except as agreed in writing by Emerson. Buyer remains solely and exclusively responsible for compliance with all statutes and



regulations governing sales to the U.S. Government. Emerson makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services, or prices to satisfy any such statutes or regulations.

6. PLACE OF PERFORMANCE

Emerson may utilize any of the following plants or facilities in the performance of any contract or purchase order resulting from this bid/proposal or quotation:

Country	Address
United States	2900 S. Diablo Way, Suite 190, Tempe, AZ 85282, United States
Germany	Lilienthalstrasse 15, Neubiberg 85579, Germany
China	Qi Guan Road West, Shiqi Zhongshan City, China 528400
China	1/F, Emerson Building, No. 61 Chuang Ye 2 nd Road Blk 26, Bao'an District, Shenzhen, China 518101
India	6 th Floor, Building H Right Wing, Auriga Block Vanenburg IT Park, Software Units Layout Madhapur, Hyderabad, India 500081
Philippines	11 th Floor, 1800 Eastwood Ave. Building Eastwood Ave., Eastwood City Cyberpark Bagumbayan, Libis, Quezon City, Philippines 1110
Philippines	104 Laguna Blvd., Laguna Technopark, Station Rosa, Laguna, Philippines 4026
Philippines	Main Avenue Corner Road "J" PEZA Complex, Rosario, Cavite, Philippines 4106



7. CONTRACT WORK HOURS WAGES AND COMPENSATION

Emerson is a manufacturer of Emerson products and a regular dealer in third party product offerings. In the United States, Emerson employees (including manufacturing and service employees) are paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-2022) and the Fair Labor Standards Act of 1938, as amended. In other countries, Emerson employees (including manufacturing and service employees) are paid not less than the minimum wage prescribed by local law or regulations, as applicable.

8. CLEAN AIR AND WATER CERTIFICATION

No portion of the work to be performed under any resulting contract will be performed at a US facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date of the resulting contract award. Emerson agrees to use its best efforts to comply with the clean air standards and clean water standards at the facility in which the resulting contract is being performed, as stipulated in the Clean Air Act (42 U. S. C. 7401 et seq.) and the Clean Water Act (33 U.S.C. 1251 et seq.).

9. CERTIFICATION REGARDING DEBARMENT

In accordance with FAR 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, Emerson is not currently debarred, suspended, or proposed for debarment by the Federal Government.

10. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

Unless expressly agreed to by Emerson and identified as a specific deliverable item, all computer software and technical data furnished by Emerson were developed entirely at private expense. Emerson provides no rights in computer software or technical data unless expressly agreed to in writing. However, in no event will Emerson furnish to Buyer or the U.S. Government computer software with rights greater than "Restricted Rights" as defined in FAR 52.227-14(g)(3)(ALIII) for non-DOD Government End Users or DFARS 252.227-7013(OCT 1988) for DOD Government End Users. Nor shall Emerson provide technical data with rights greater than "Limited Rights" as defined in FAR 52.227-1 4(g)(3)(ALIII) or DFARS 252.227-70 (OCT 1988).

11. CORPORATE TAX IDENTIFICATION, DUNS AND OTHER NUMBERS APPLICIBLE TO EMERSON NETWORK POWER- EMBEDDED COMPUTING, INC.

11.1 Corporate Taxpayer Identification Number is 39-1715857.

11.2 Data Universal Number System (DUNS) number is 10-280-4408.



- 11.3 U.S. Government Cage Code number is 0B1A3
- 11.4 Arizona State Resale Tax Exemption number is 20259922.
- 11.5 North American Industry Classification System (NAICS) codes which are applicable to Emerson product and service offerings follow:
 - 334111 Electronic Computer Manufacturing
 - 541519 Other Computer Related Services (Software installation)
 - 541712 Research and Development in Physical, Engineering and Life Sciences
 - 811212 Computer Repair and Maintenance

12. TERMS OF SALE

Emerson Standard Terms and Conditions of Sale are available upon request.