

GENERAL TERMS AND CONDITIONS OF SALE**1 BASIS OF THE AGREEMENT**

- 1.1 In these General Terms and Conditions of Sale (the "Conditions"), "Seller" means Omron Electronic Components Europe B.V. and/or affiliated entities; "Buyer" means the entity which accepts an offer of Seller for the sale of Goods or which order for Goods is accepted by Seller; and "Goods" means any goods which Seller agrees in writing to supply to Buyer. References to sale shall be construed as references to supply.
- 1.2 These Conditions are applicable to all offers, orders, confirmations, invoices and agreements by virtue of which Seller undertakes to supply Goods to Buyer. Any General Conditions and other terms of Buyer are hereby expressly excluded.
- 1.3 Seller's offers are without commitment. Orders shall only be binding if and when confirmed in writing by Seller.
- 1.4 Only after Seller's written confirmation will a binding agreement ("the Agreement") come into existence. The terms of the Agreement shall override and supersede any previous negotiations, agreements or arrangements between Seller and Buyer, unless otherwise agreed.
- 1.5 Information contained in Seller's drawings, advertisements, catalogues and the like is issued for the sole purpose of giving an approximate idea of the goods described therein, without any responsibility or liability on the part of Seller. Any typographical, clerical or other such error or omission in any sales literature, price list, invoice or other document issued by Seller shall be subject to correction without any liability on the part of Seller.

2 PRICE AND PAYMENT

- 2.1 Net prices are quoted in Euros and exclusive of any VAT, unless otherwise stated.
- 2.2 Unless otherwise agreed, Buyer shall make full payment for the Goods as invoiced by Seller within 30 days of the date of invoice. Time for payment shall be of the essence.
- 2.3 Seller shall have the right to invoice Buyer for a partial delivery of the Goods.
- 2.4 Without prejudice to any other right of Seller, in case of late payment by Buyer, Buyer shall be liable to pay interest to Seller without notice on such sum from the due date for payment at a yearly rate not less than 8 percent above the reference rate of the European Central Bank, accruing on a daily basis until payment is made, whether before or after any judgment. Interests shall also be charged on any interests due but not paid.
- 2.5 Buyer shall not be entitled to withhold payment of any invoice by reason of any right of set off or any claim or dispute with Seller, whether relating to the quality of the Goods or otherwise.
- 2.6 In case of bankruptcy, suspension of payments or seizure on the part of Buyer, all amounts owed by Buyer to Seller shall become due and payable immediately and in full, and Seller shall be entitled to offset any claims immediately.
- 2.7 If Seller incurs exchange rate losses due to Buyer's failure to pay when payment is due, Seller shall be entitled to compensation by Buyer equivalent to the amount of such losses.
- 2.8 Without prejudice to any other right of Seller, Seller shall have the right to suspend performance or to terminate all or part of the Agreement if it reasonably believes that Buyer will not make payment, pursuant to the conditions hereunder.

3 DELIVERY

- 3.1 Unless otherwise agreed, delivery shall be FCA (Incoterms 2000) Seller's European distribution facility or other address designated by Seller.
- 3.2 Unless otherwise confirmed in writing by Seller, dates and times given for delivery of Goods or are given as estimates only. If no dates are so specified, delivery will be within a reasonable time. While Seller will use all reasonable endeavours to meet any estimate, it reserves the right to amend any estimate.
- 3.3 Seller will deliver the Goods in such batches or instalments, as it considers expedient. Neither failure by Seller to deliver one or more batch or instalment, nor over or under delivery shall entitle Buyer to reject these Goods or subsequent deliveries, claim compensation or terminate the Agreement and Buyer shall pay for such Goods at the pro rata contract rate.
- 3.4 If for any reason Buyer does not accept delivery of the Goods when they are ready for delivery, or Seller is unable to deliver the Goods on time because Buyer has not provided appropriate instructions, documents, licences or authorisations, then (i) risk in the Goods will pass to Buyer (including for loss or damage); (ii) the Goods will be deemed to have been delivered; and (iii) Seller may store the Goods until delivery, whereupon Buyer will be liable for all related costs and expenses.
- 3.5 Seller will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods, nor will any delay entitle Buyer to terminate or rescind the Agreement unless such delay exceeds 180 days.

4 PROPERTY AND RISKS

- 4.1 All risks shall pass to Buyer upon delivery. Irrespective of the actual time of delivery, the Goods shall remain the property and in absolute ownership of Seller until Buyer has paid in full all amounts owed to Seller by Buyer (including VAT) in respect of the Goods and all other sums which are or which become due to Seller by Buyer on any account under any transaction.
- 4.2 Until such payment is made, Buyer must hold the Goods on a fiduciary basis; store the Goods (at no cost to Seller) separately from other goods in such way that they remain readily identifiable as Seller's property; maintain the Goods in satisfactory conditions; keep the Goods insured on Seller's behalf for their full price against all risks; and cooperate with Seller in respect of all measures necessary to secure Seller's rights.
- 4.3 Buyer is not entitled to pledge or transfer the Goods as securities for third parties.
- 4.4 Seller may at any time repossess or arrange for the return of any of the Goods, which have not been paid for, and which are in Buyer's possession or control without further notice of default or legal intervention. Buyer hereby authorises Seller to access all premises to this end.

5 WARRANTY

- 5.1 Seller warrants, subject to the conditions set out below, that the Goods, at the time of delivery, will be free from defects in materials and workmanship for a period of 12 months therefrom.
- 5.2 Any claim by Buyer based on any defect in the quality or condition of the Goods shall be notified to Seller within 5 days from the date of delivery or where the defect or failure was not apparent on reasonable inspection, within a reasonable time after manifestation of the defect or failure but no later than 6 months after delivery.
- 5.3 Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by Buyer, or when the total price for the Goods has not been paid by the due date for payment. Further, this warranty shall not apply in respect of any defect arising from fair wear and tear, wilful damage, negligence, alteration or repair of the Goods without Seller's approval, failure to follow Seller's instructions (whether oral or in writing), and/or failure to store, install, maintain and use the Goods in the proper environment with reasonable care.
- 5.4 Where any valid claim in respect of the Goods, based on any defect in the material or workmanship thereof, is notified to Seller in accordance with these Conditions, Seller shall in its discretion, replace the Goods or refund to Buyer the price thereof. The foregoing are Buyer's exclusive remedies for breach of the foregoing warranty and Seller's sole liability in the event of such breach. Any defective goods or parts thereof shall on replacement remain or become Seller's property and shall be immediately returned to Seller by Buyer.
- 5.5 Except as to the express warranties contained herein, Seller makes no conditions, warranties or representations, express or implied, in fact or in law, including but not limited to, any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose title and non-infringement, all of which are expressly excluded to the fullest extent permissible by law.
- 5.6 Software provided by Seller is provided "as is" and Seller makes no conditions, warranties or representations of any kind with regard to the software, including without limitation, any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose, title and non-infringement, all of which are, to the extent permissible by law, hereby expressly excluded. Further, Seller does not warrant results of use or that the software is bug free or that its use will be uninterrupted. The software is not warranted to be free from errors, nor is there any warranty of interoperability or compatibility with any other equipment or software.
- 5.7 If Seller provides software or hardware from third parties (parties other than Seller), none of the warranties contained herein shall apply. The conditions and warranties of these third parties will

exclusively apply to such software or hardware and Seller is only obliged to provide information on these conditions or warranties when requested to do so.

- 5.8 Shall the foregoing limitations/disclaimers be determined invalid by any competent court or governmental authority, Buyer agrees that its remedy shall be limited to the purchase price of the Goods failing to conform to the warranty in this Section.

6 PROPRIETARY RIGHTS

- 6.1 All copyright, patent, trade secret and other proprietary and intellectual property rights in the Goods, their packaging and all information which Seller may provide to Buyer or its agents or employees shall at all times remain vested in Seller, and Buyer shall not acquire any intellectual property rights or licence relating to the Goods and may not copy or imitate the Goods.
- 6.2 Buyer shall both during and after completion of the Agreement maintain the Goods and any confidential information of Seller ("Confidential Information") in confidence and shall not, nor shall it permit its employees, agents or contractors to make it available or accessible, in any manner, to any third party without Seller's prior written consent. The internal dissemination of Confidential Information by Buyer to its employees, agents or contractors shall require a written agreement which maintains the confidentiality of the Confidential Information and restricts the use thereof.
- 6.3 Buyer consents to the collection, use and/or transfer of personal information and/or correspondence supplied by Buyer and/or its agents, representatives, employees or other related third parties ("Personal Data") by Seller. Seller may collect, use and/or transfer the Personal Data for the purposes of processing orders, managing Buyer's account with Seller and compiling aggregate statistics of the distribution and use of the Goods. Seller will use reasonable efforts to remove the Personal Data when it is no longer required for such purposes. Buyer may request access to and correction of the Personal Data by contacting Seller. Buyer agrees to execute any documents that may be required to give full effect to this provision.

7 ASSIGNMENT

- 7.1 Buyer shall not be entitled to assign the Agreement or any part thereof it without Seller's prior written cons.
- 7.2 Seller may assign the Agreement or any part thereof to its affiliated entities and/or contractors.

8 LIMITATION OF LIABILITY

- 8.1 Seller shall not be liable to Buyer or be deemed to be in breach of the Agreement due to any cause beyond Seller's reasonable control, whether it could have been foreseen or not. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Seller's reasonable control: Act of God, natural disaster, explosion, flood, tempest, fire, extreme weather conditions, or accident; war or similar circumstance, threat of war, insurrection, terrorism, civil disturbance or requisition; acts, restrictions, regulations, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs, boycotts, or other industrial action or trade disputes (whether involving employees of Seller or of a third party); difficulties in obtaining raw materials, labour, fuel; and power failure or breakdown in machinery.
- 8.2 It is Buyer's responsibility to evaluate the accuracy, completeness, reliability and usefulness of any recommendations, advice or other information provided by Seller in connection with the suitability of any of the Goods for specific applications or otherwise. Such information shall not be interpreted or relied upon as professional advice, or as advice on specific facts or matters. Accordingly, Seller cannot and does not assume any responsibility or liability whatsoever for any use or misuse of such information.
- 8.3 To the fullest extent permitted by law, Seller's total liability whatsoever, in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with direct damage in the performance or contemplated performance of the Agreement for each respective breach or series of related breaches, shall not exceed in the aggregate the price actually paid by Buyer to Seller under the relevant Agreement.
- 8.4 In no event shall Seller be liable to Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill, recall, dismantling or otherwise), costs, expenses or other claims for consequential compensation, including without limitation punitive or exemplary damages, howsoever caused which arise out of or in connection with the sale of Goods, even if Seller has been advised of the possibility of such damages.
- 8.5 Nothing in these conditions excludes or limits Seller's liability for death or personal injury caused by its own negligence, or any other liability, which cannot be excluded or limited under the applicable law. Shall any exclusion/limitation of liability not be valid in any jurisdiction, the exclusion/limitation shall be deemed to be replaced by such valid exclusion/limitation, which most closely matches the intent and purpose of the original exclusion.

9 TERMINATION OF THE AGREEMENT

- 9.1 Seller shall have the right to terminate the Agreement immediately, without affecting Seller's accrued rights and without further liability if Buyer defaults in the payment on its due date of any sum under the Agreement or pursuant to any other transaction, or commits any continuing or serious breach of the Agreement and fails to remedy such breach (if remediable) within 10 days from the date on which the event giving rise to such breach occurred; or in the event of Buyer's bankruptcy, suspension of payment; or seizure; or when as a result of any change in the powers, business or circumstances, Buyer is unlikely to be in a position to fulfil the Agreement or any transaction pursuant to it; or any analogous or comparable event in a foreign jurisdiction.

10 GENERAL

- 10.1 Each right or remedy of Seller under the Agreement is without prejudice to any other right or remedy of Seller whether under the Agreement or not.
- 10.2 Notices shall be given in writing and sent to a parties address of facsimile or registered post and by airmail where appropriate. Each party shall promptly notify to the other in writing any change of address or facsimile numbers.
- 10.3 It is Buyer's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by governmental and other authorities or corporations relating to the possession, use, import, export or resale of the Goods.
- 10.4 Buyer represents and warrants that it shall take any necessary measures and follow Seller's instructions, as provided from time to time, in order to monitor the safety of the Goods sold. For such purposes, Buyer shall keep the necessary documents for tracing the Goods sold, a register of complaints about the Goods sold, and take any steps necessary to be able to effectively warn customers about post-sale safety risks or, if necessary, to implement an effective withdrawal or recall of the Goods.
- 10.5 Failure or delay by Seller to exercise any of its rights shall not be a waiver of forfeiture of such rights.
- 10.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected.

11 APPLICABLE LAW

- 11.1 These Conditions and all agreements based on these Conditions shall be governed by and construed in accordance with Dutch law, with the exception of its rules on conflicts of laws and the Vienna Convention for the Sale of Goods (CISG). All disputes arising in connection with these Conditions or agreements based on these Conditions will be subject to the exclusive jurisdiction of the Dutch courts. Notwithstanding the aforementioned, when Seller is acting as plaintiff in any dispute, Seller may, at its sole discretion, bring action before the courts of the country where Buyer has its place of residence.