

GENERAL TERMS AND CONDITIONS OF SALE OF GOODS

1 BASIS OF THE AGREEMENT

- 1.1 In these General Terms and Conditions of Sale of Goods (the "Conditions"), "Seller" means **Omron Electronic Components Europe B.V.** and/or affiliated entities; "Buyer" means the entity who accepts an offer of Seller for the sale of Goods or whose order for Goods is accepted or executed by Seller; and "Goods" means any goods which Seller agrees in writing to supply to Buyer. References to sale shall include 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 or after Seller has commenced to carry out the order, after which a binding agreement (the "Agreement") to which these Conditions apply comes into existence. The terms of the Agreement shall override and supersede any (previous) negotiations, agreements or arrangements between Seller and Buyer, unless otherwise agreed specifically in writing between Seller and Buyer. In case of a conflict between the terms in the Agreement and the Conditions, the terms as specifically agreed in the Agreement shall prevail.
- 1.4 Seller is allowed to accept and reject orders of Buyer at its sole discretion. Orders cannot be cancelled or changed by Buyer, unless explicitly agreed by Seller.
- 1.5 Omron reserves the right to charge an administration fee for any orders below the applicable minimum order value to be determined by Seller.
- 1.6 Information contained in Seller's data sheets is binding (subject to any typographical, clerical or other such error or omission which may be corrected without any liability on the part of Seller). Any other documents such as drawings, advertisements, catalogues and the like as well as any samples of Goods or any images and specifications of Goods shown at any sales events or meetings of Seller or where Seller is present etc. are issued for the sole purpose of giving an indication of the Goods described therein, without any responsibility or liability on the part of Seller and any typographical, clerical or other such error or omission 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.
- 2.2 Buyer shall make full payment for the Goods as invoiced by Seller within 10 business days of the date of invoice.
- 2.3 Seller shall have the right to invoice Buyer for a partial delivery of the Goods.
- 2.4 If Buyer fails to make any payment due to Seller under the Agreement by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above the 6 months EURIBOR from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Buyer shall pay the interest together with the overdue amount.
- 2.5 Buyer shall not be entitled to, on any basis whatsoever, any deduction, discount or set-off or otherwise to withhold payment or to suspend any other obligations.
- 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 require the Buyer to provide the Seller with a bank guarantee or any other payment security (to be established at the Seller's discretion), suspend performance or to terminate all or part of the Agreement if it reasonably believes that Buyer will not or will be unable to make any payment.
- 2.9 The price for the Goods is based on the cost price for the Goods applicable at the time of the order. In case of a change in the cost price resulting from any government measures, an increase in the prices of energy, raw materials or other materials necessary for the manufacture of the Goods ordered by Buyer and/or an increase in freight, storage, insurance charges, wages and exchange rates occurring prior to the estimated date of delivery, Seller shall have the right to increase the price of the Goods ordered accordingly, even if such an increase was foreseeable at the time of concluding the Agreement. In the event the increase of the price for the Goods exceeds 15%, Buyer shall have the right to cancel the Agreement within 3 days after Buyer has received the prior written notice of each such an increase.

3 DELIVERY

- 3.1 Delivery shall be DDP (Incoterms 2010) Buyer's place of business for Goods to be delivered in the European Union and FCA (Incoterms 2010) Seller's manufacturing and/or selling facility or other address designated by Seller for Goods to be delivered outside the European Union, except otherwise agreed by the Parties.
- 3.2 Dates and times for delivery of Goods are given as estimates only. If no dates are 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. Seller will deliver the Goods in such batches or instalments, as it considers expedient. Neither failure by Seller to deliver one or more batches or instalments, 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.
- 3.3 Buyer shall inspect the Goods (i) immediately upon delivery for the purpose of verifying any short shipment and damage to the boxes the Goods are in; and (ii) within 5 business days from delivery for the purpose of verifying any non-conformity with respect to the quantity and type of delivered Goods. In both cases, if Buyer fails to timely notify Seller in writing, the Goods shall be deemed to have been accepted.
- 3.4 Buyer shall perform the inspection of the Goods, or to have the inspection performed, with due care. Buyer will bear the risk for inspecting the Goods by means of random checks and may not rely on the fact that it did not observe any shortage, damage to the boxes or other defect that was visible and could have been discovered because it - or a third party engaged by it - did not inspect the entire shipment.
- 3.5 The Goods may not be returned unless explicitly agreed to by Seller.
- 3.6 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.

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 in absolute ownership of Seller until Buyer has paid in full all amounts owed to Seller by Buyer (including VAT) in respect of all the Goods as well as any amounts owed by the Buyer pertaining to work performed by the Seller in connection with any Agreements under which the Goods were delivered or sold and any claims pursuant to any failure in the performance of such Agreements on the part of the Buyer.
- 4.2 Until ownership has passed in accordance with Section 4.1 of these Conditions:
 - i. Buyer must hold the Goods with due care; 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;

ii. Buyer is entitled to resell Goods in the ordinary course of business and Buyer assigns to Seller as security all claims resulting from resale of Goods; Buyer is entitled to collect claims assigned to Seller in its own name for Seller's account; In case of seizure of Goods by a third party, Buyer will disclose Seller's ownership and inform Seller without delay; and

iii. Buyer is not entitled to pledge or transfer the Goods as securities for third parties (and this will have property law effect).

- 4.3 In case of breach of an Agreement by Buyer, especially delay of payment, 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 CONDITION OF USE

- 5.1 Suitability: IT IS THE BUYER'S SOLE RESPONSIBILITY TO ENSURE THAT ANY OF THE GOODS IS FIT AND SUFFICIENT FOR ITS INTENDED USE. BUYER SHALL BE SOLELY RESPONSIBLE FOR DETERMINING APPROPRIATENESS OF THE PARTICULAR GOOD WITH RESPECT TO THE BUYER'S APPLICATION INCLUDING (A) ELECTRICAL OR ELECTRONIC COMPONENTS, (B) CIRCUITS, (C) SYSTEM ASSEMBLIES, (D) END PRODUCT, (E) SYSTEM, (F) MATERIALS OR SUBSTANCES OR (G) OPERATING ENVIRONMENT. Buyer acknowledges that it alone has determined that the Goods will meet its requirements of the intended use in all cases. Buyer must know and observe all prohibitions of use applicable to the Goods.
- 5.2 Use with Attention: The following are some examples of applications for which particular attention must be given. This is not intended to be an exhaustive list of all possible uses of any Good, nor to imply that any use listed may be suitable for any Good:
 - (a) Outdoor use, use involving potential chemical contamination or electrical interference
 - (b) Use in consumer products or any use in significant quantities
 - (c) Energy control systems, combustion systems, railroad systems, aviation systems, medical equipment, amusement machines, vehicles, safety equipment, and installations subject to separate industry or government regulations
 - (d) Systems, machines, and equipment that could present a risk to life or property
- 5.3 Prohibited Use: NEVER USE THE GOODS FOR AN APPLICATION INVOLVING SERIOUS RISK TO LIFE OR PROPERTY WITHOUT ENSURING THAT THE SYSTEM AS A WHOLE HAS BEEN DESIGNED TO ADDRESS THE RISKS, AND THAT THE GOODS ARE PROPERLY RATED AND INSTALLED FOR THE INTENDED USE WITHIN THE OVERALL EQUIPMENT OR SYSTEM.
- 5.4 Motorized Vehicle Application: USE OF ANY GOODS FOR A MOTORIZED VEHICLE APPLICATION MUST BE EXPRESSLY STATED IN THE SPECIFICATION BY SELLER.
- 5.5 Programmable Goods: Seller shall not be responsible for the Buyer's programming of programmable Goods.

6 WARRANTY

- 6.1 Seller warrants, subject to the conditions set out below, that the Goods, at the time of delivery, will be free from i) defects in materials and workmanship and ii) liens and encumbrances. The warranty under i) will continue for a period of 12 months from the date of delivery.
- 6.2 Any claim by Buyer based on the warranty under Section 6.1 i) of these Conditions shall be notified to Seller in writing within 48 hours of discovery of the defect, though in any event within 48 hours after the time that Buyer should reasonably have discovered the defect. Buyer must include proof of the date of original purchase as evidence that the Goods is within the applicable warranty period. Buyer is responsible for the cost of insuring and shipping. Goods collected by Seller on request of Buyer must be properly packaged to prevent damage in transit. 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 condition of use, and/or failure to properly store, install, maintain and use the Goods in the proper environment with reasonable care.
- 6.3 Where any valid claim in respect of the Goods, based on any defect in the material or workmanship thereof, is notified to and confirmed by 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 rights and remedies with respect to any defective and/or non-conforming Goods and for breach of the foregoing warranty and Seller's sole liability.
- 6.4 Any defective Goods or parts thereof shall upon replacement and/or upon being refunded remain or become Seller's property and shall be immediately returned to Seller by Buyer if Seller so requests. Goods replaced by Seller under the agreed warranty are warranted for the remainder of the original warranty period.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.

7 PROPRIETARY RIGHTS / CONFIDENTIAL INFORMATION / DATA PROTECTION

- 7.1 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.
- 7.2 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.

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- 7.3 Buyer understands that Seller collects, uses and/or transfers personal information and/or correspondence supplied by Buyer and/or its agents, representatives, employees or other related third parties ("Personal Data"). The Personal Data is processed 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.
- 8 TRANSFER AND ASSIGNMENT**
- 8.1 Buyer shall not be entitled to transfer or assign the Agreement or any part thereof without Seller's prior written consent. This provision shall have property law effect.
- 8.2 Seller may, without any prior consent, transfer or assign the Agreement or any part thereof to its affiliated entities and/or contractors.
- 9 LIMITATION OF LIABILITY**
- 9.1 Any liability on the part of Seller on the basis of an attributable failure, unlawful act or otherwise with respect to the offers, orders, confirmations, invoices and Agreements shall be restricted to the provisions laid down in Section 6.3.
- 9.2 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.
- 9.3 Seller shall not be liable to Buyer for any loss of profit, loss of business, depletion of goodwill, loss of investment, costs and expenses for recall, inspection, installation or dismantling and any indirect or consequential losses, damages, costs, expenses or other claims for consequential compensation related to or in connection with any Agreement, including without limitation punitive or exemplary damages, howsoever caused, even if Seller has been advised of the possibility of such damages.
- 9.4 Without prejudice to the foregoing, Seller's total liability to Buyer related to or in connection with any offers, orders, confirmations, invoices and Agreement and howsoever caused shall for any and all events that give rise to a claim not exceed in the aggregate EUR 250.000 (two hundred and fifty thousand euro) or the aggregate of the price actually paid by Buyer to Seller under the relevant Agreement, whichever is the lower. Buyer shall not bring any claim personally against individual officers or employees in respect of the foregoing liability.
- 9.5 Nothing in these Conditions is intended to exclude any liability resulting from gross negligence or wilful misconduct of Seller's executive management. Without prejudice to Section 3.3 and 6.2, claims by Buyer related to or in connection with any Agreement must be initiated by providing a written notice to Seller within 1 month after (i) occurrence of the event giving rise to such claim or (ii) the Buyer first recognized or first should have reasonably recognized the occurrence of the event giving rise to the claim, whichever is earlier, provided that in case a shorter statutory notification period applies under applicable law, such notification period shall prevail. Failing to provide such timely written notice shall result in loss of the right to claim.
- 9.6 Any and all claims for payment of an amount of money and/or replacement of any Good and/or supply of any missing part, on whatever basis, shall lapse at the earliest of the following times: a) upon late reporting pursuant to Section 3.3, 6.2, or 9.5, or b) 12 months after the delivery date.
- 9.7 For the avoidance of doubt, Seller will be entitled to rely on Section 9.6 even where its interests have not been harmed by any late reporting.
- 10 FORCE MAJEURE**
- 10.1 Seller shall not be in breach if any obligation suffers from Force Majeure. Force Majeure includes, without limitation, strikes, lockouts and industrial actions, breakdowns of machines or tools or other breakdowns within Seller's company, a shortage of raw materials, delay, transport problems, floods, fire, traffic impediment or transport problems, war or threat of war, mobilization, state of siege, disturbances or riots, in- or export impediment and any other governmental measure or regulation as well as any other circumstance that is beyond Seller's control and which would result in Seller's inability to perform in accordance with any Agreement. Force Majeure must also be deemed to apply in the event that one or more of the above-mentioned circumstances occur within the companies of Seller's suppliers and Seller cannot or could not perform its obligations or cannot or could not perform such in good time, as a consequence.
- 10.2 In case of such a non-attributable failure, Seller is entitled to either (i) suspend the performance of the relevant part(s) of any Agreement for the period such a non-attributable failure continues or (ii) terminate any Agreement without any liability whatsoever.
- 11 ANTI CORRUPTION**
- 11.1 Buyer shall:
- comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act, the UK Bribery Act 2010 and all local legislation in this respect ("Relevant Requirements");
 - have and shall maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - promptly report to Seller any request or demand for any undue financial or other advantage of any kind received by Buyer in connection with the performance of the Agreement; and
 - immediately notify Seller (in writing) if a public official becomes an officer or employee of Buyer or acquires a direct or indirect interest in Buyer and Buyer warrants that it has no public officials as direct or indirect owners, officers or employees at the date of an Agreement between Parties.
- 12 EXPORT CONTROL REGULATIONS**
- 12.1 Buyer represents and warrants that it is not, nor its representatives, officers, directors or anyone for whom it is acting, assisting or owned or controlled directly or indirectly by, a person(s) designated or identified pursuant to any national or international law or regulation imposing trade and economic sanctions. Buyer shall notify Seller immediately in the event it, its representatives, officers, directors or anyone for whom it is acting, assisting or owned or controlled directly or indirectly by, are so listed.
- 12.2 Buyer shall not make any disposition, by way of transshipment, re-export, diversion or otherwise of the products, spare parts, test equipment, technology, software, or corresponding documentation delivered by Seller or products to which Seller performed works and/or services (including any kind of technical support) (hereinafter within the context of this Section 12 together referred to as the "Goods"), contrary to any applicable law, including, but not limited to the export control laws of Japan, the United States of America, and the European Union, as applicable from time to time.
- 12.3 If required to enable the authorities and/or the Seller to conduct export control checks, Buyer shall, upon request by Seller, promptly provide Seller with all information pertaining to the particular end customer, the particular destination and the particular intended use of Goods.
- 12.4 Seller makes no representation or warranty with respect to the accuracy of any tariff code classification provided by Seller with respect to a Good. In no event Seller will be liable to Buyer for any losses, liabilities or damages of any nature whatsoever resulting from the use or reliance upon such information. Buyer must make its own determination in compliance with the applicable laws and regulations as to each Good's tariff code classification.
- 13 EMBEDDED SOFTWARE**
- Buyer is granted a revocable, non-exclusive license to use any software program embedded in the Goods solely as embedded in the accompanying hardware Good and as contemplated in its accompanying documentation, provided that Buyer shall not and shall cause others not to (a) extract the software from the Goods; (b) Decompile, disassemble or reverse-engineer the software; (c) Use the software with any application other than Buyer's application; and (d) agree to anything conflicting with the provision of these Conditions with any third parties, including but not limited to customers of Buyer and end users of Buyer's devices.
- 14 TERMINATION OF THE AGREEMENT**
- 14.1 Without prejudice to any rights or remedies Seller may have under these Conditions, any Agreement or at law, Seller shall have the right to suspend (further) performance of or to terminate the Agreement immediately, without further liability if:
- Buyer commits any breach of the Agreement (a) and fails to remedy such breach (if remediable) within 10 days from the date on which Seller notified Buyer that such breach occurred, or (b) with immediate effect in case of irremediable breach, in particular, but not limited to, the breach of Buyer's obligations under Sections 11 and 12;
 - Buyer becomes or is likely to become bankrupt, insolvent or unable to pay its debts to any third party, or sells all or substantially all of its assets to a third party, in the reasonable opinion of the Seller; or
 - 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.
- 14.5 Any right of Buyer to dissolve the Agreement in accordance with section 6:265 of the Dutch Civil Code is explicitly excluded.
- 15 INDEMNIFICATION**
- Buyer shall indemnify and hold harmless Seller from and against any and all third party claims, proceedings, actions, fines, losses, costs and damages (including all reasonable professional costs and expenses) suffered or incurred by Seller arising out of or in relation to Buyer's tort, breach of and negligent performance or non-performance under any Agreement or in connection with any Goods or other products supplied by Seller.
- 16 GENERAL**
- 16.1 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.
- 16.2 Notices shall be given in writing and sent to the party's email address with receipt confirmation or registered address by registered mail with receipt confirmation. Each party shall promptly notify to the other in writing any change of address or email address.
- 16.3 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.
- 16.4 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.
- 16.5 Failure or delay by Seller to exercise any of its rights shall not be a waiver of forfeiture of such rights.
- 16.6 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.
- 16.7 At any time Seller may decide in its absolute discretion to amend these Conditions. The amended Conditions then apply to any new Agreement.
- 17 APPLICABLE LAW**
- 17.1 These Conditions and any Agreement 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). In the event that the Buyer is domiciled in a Member State of the European Union or in Norway, Switzerland or Iceland at the time that proceedings are commenced, all disputes arising in connection with these Conditions, Agreements or agreements based on these Conditions will be subject to the exclusive jurisdiction of the Dutch courts. In the event that the Buyer is not domiciled in a Member State of the European Union or in Norway, Switzerland or Iceland upon the commencement of proceedings, any and all disputes arising in connection with these Conditions, Agreements or agreements based on these Conditions will be settled in accordance with the rules of the Netherlands Arbitration Institute [*Nederlands Arbitrage Instituut*, or *NAI*]. Arbitration will take place in Amsterdam, the Netherlands. The case will be submitted to three arbitrators and the arbitration proceedings will be conducted in Dutch. The arbitrators shall apply Dutch law. 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.