

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS (GTCAT1702A)

1. CONTRACTUAL BASIS

- 1.1 In these General Terms and Conditions ("GTCs") for the Sale of Goods, the term "Seller" refers to Omron Electronics Gesellschaft m.b.H. or its affiliated companies; the "Buyer" is the company which accepts an offer to sell goods from the Seller or whose order is accepted by the Seller; and the "Goods" are the goods which the Seller undertakes in writing to deliver to the Buyer. Therefore, when a reference is made to sales, delivery is implied.
- 1.2 These GTCs form the basis of all offers, orders, order confirmations, invoices and contracts, based on which the Seller undertakes to deliver goods to the Buyer. Any general terms and conditions and other provisions of the Buyer are hereby expressly excluded.
- 1.3 Orders shall not become binding until they have been confirmed in writing by the Seller. Only then shall a binding purchase contract (the "Contract") come into force, based on these GTCs. The GTCs, orders and their confirmations shall take precedence over and replace any (earlier) negotiations, contracts or agreements between the Seller and the Buyer, unless otherwise expressly agreed upon in writing between the Seller and the Buyer. In the event of a conflict between the terms and conditions of the Contract and the GTCs, the expressly agreed-upon terms and conditions of the Contract shall prevail.
- 1.4 Orders may not be cancelled or modified by the Buyer unless expressly agreed to by the Seller.
- 1.5 The minimum order value is € 400.00. If the value falls below the minimum order value, a processing surcharge of € 25.00 will be charged.
- 1.6 Any information contained in the Seller's data sheets is binding (subject to any typos, spelling errors or other errors or omissions which may be corrected by the Seller without liability). Other documents such as drawings, advertisements, catalogues, etc. are distributed solely for the purpose of referring to the goods described therein, without any responsibility or liability on the part of the Seller; any typos, spelling errors or other errors or omissions may be corrected without liability on the part of the Seller.

2. PRICING AND TERMS OF PAYMENT

- 2.1 The prices quoted are net prices in euros plus VAT.
- 2.2 Unless otherwise stated by the Seller in an offer, invoice and/or other agreement, the Buyer shall pay the Seller's invoice for the Goods in full within 30 days of the invoice date.
- 2.3 The Seller shall be entitled to invoice the Buyer for a partial delivery of the Goods.
- 2.4 Without prejudice to any other rights that the Seller may have, in the event of default in payment, the Buyer shall pay to the Seller interest from the due date of payment at an annual interest rate of 9.2% above the base rate, payable on a daily basis until full re-payment, before or after any [court] judgement, and without prior notice of such amount. Similarly, a compound interest of 4% p.a. shall be charged on unpaid interest.
- 2.5 The Buyer shall not be entitled to set off the purchase price claim or refuse to pay an invoice on the basis of a claim or legal dispute with the Seller, irrespective of the quality of the goods or similar.
- 2.6 In the event of bankruptcy, suspension of payment or seizure on the part of the Buyer, all amounts owed by the Buyer to the Seller shall become due and payable in full immediately and the Seller shall be entitled to set off any claims immediately.
- 2.7 Without prejudice to any other rights that the Seller may have, the Seller shall be entitled to suspend performance or withdraw from the Contract in whole or in part if the Seller believes that the Buyer will not make payment in accordance with these GTCs.

3. TERMS OF DELIVERY

- 3.1 Unless otherwise agreed, all deliveries within the European Union shall be made to the Buyer's delivery address in accordance with Incoterms DDP (Incoterms 2010) and deliveries outside the European Union shall be made in accordance with CPT (Incoterm 2010) to the Buyer's port of import. Transport costs may be charged separately by the Seller.
- 3.2 Delivery dates and times for the Goods will be confirmed by the Seller to the Buyer. If no dates are given, delivery shall be made within a reasonable time frame. The Goods shall be delivered in batches or partial deliveries by the Seller, as is deemed appropriate.
- 3.3 The Goods must be inspected by the Buyer on delivery and the Seller must be notified in writing within 24 hours of any shortfall or apparent damage. If the Buyer fails to notify the Seller within 24 hours, the Goods shall be deemed accepted.
- 3.4 The Goods may not be returned unless expressly agreed upon by the Seller.
- 3.5 If for any reason the delivery of the Goods is not accepted by the Buyer when it is ready for delivery or the Seller is unable to deliver the Goods on time because the Buyer failed to provide reasonable instructions, documentation, licences or permits, (i) the risk of performance (including the risk of loss or damage) shall be passed on to the Buyer, (ii) the Goods shall be deemed to have been delivered and (iii) the Seller may store the Goods until delivery, but the Buyer shall be liable for all costs and expenses incurred in connection therewith.

4. PROPERTY AND RISKS

- 4.1 All risks shall be transferred to the Buyer upon delivery. Irrespective of the actual time of delivery, the Goods shall remain the sole property of the Seller until the Buyer has paid all amounts due in respect of the Goods to the Seller in full (including VAT).
- 4.2 Until ownership is transferred in accordance with clause 4.1 of these GTCs, the following shall apply:
 - i. The Buyer shall keep the Goods on a fiduciary basis, store the Goods (at no cost to the Seller) separately from other Goods in such a manner as to indicate that they are the Seller's property, keep the Goods in satisfactory conditions in order to ensure for the Seller's benefit that the Goods retain their full value in respect of all risks and cooperate with the Seller in taking steps to safeguard the Seller's rights;
 - ii. The Buyer shall be entitled to resell the Goods in the ordinary course of business and the Buyer shall assign to the Seller as security all claims arising out of the resale of the Goods; the Buyer shall be entitled to collect the claims assigned to the Seller in its own name for the account of the Seller; in the event of execution or seizure of the Goods by a third party, the Buyer shall disclose the Seller's ownership and immediately inform the Seller thereof; and
 - iii. The Buyer is not entitled to pledge or transfer the Goods as security for third parties.
- 4.3 In the event of a breach of contract by the Buyer, in particular by default in payment, the Seller may at any time demand the return of the Goods, or demand the return of the unpaid Goods which are in the possession or custody of the Buyer. The Seller is entitled to demand the assignment of the Buyer's claims for restitution against third parties. If the sum of the securities granted by the Buyer exceeds the Seller's total claim by more than 20%, the Seller shall be required to release these securities at the Buyer's request.

5. WARRANTY

- 5.1 Subject to the provisions below, the Seller shall warrant that at the time of delivery the Goods are (i) free from defects in materials and workmanship, and (ii) free from security interests and encumbrances. The warranty under i) shall continue for a period of 12 months from the date of invoice for the Goods.
- 5.2 The Seller must be notified of any claims by the Buyer based on the warranty under clause 5.1(i) of these GTCs in writing within five calendar days of the date of delivery of the Goods or, in cases where the defect was not apparent on reasonable inspection, within a reasonable period after the defect was discovered but under no circumstances later than 13 months from the date of delivery. At the Buyer's request, the Seller must have the Goods to be inspected collected by the European repair centre (Omron Europe B.V. European Repair & Service Center Zilverenberg 2, 5234 GM's-Hertogenbosch, the Netherlands) ("ERZ"). An original proof of purchase must be presented by the Buyer as proof that the product is still within the valid warranty period. The Buyer shall be responsible for insurance and shipping costs. The Goods collected by the Seller at the Buyer's request must be properly packaged to prevent damage in transit. Any Seller's liability and warranty is excluded in the case of defects attributable to the Buyer-supplied drawings, samples

or specifications or in the event that the invoice for the Goods is not paid in full on the due date. Furthermore, this warranty shall not apply to the defects due to normal wear and tear, deliberate damage, negligence, alteration or repair of the Goods without the Seller's permission, failure to comply with the Seller's instructions (oral or written) and/or failure to exercise due care when storing, installing, maintaining and using the Goods in an appropriate environment.

- 5.3 If a valid claim in respect of the Goods is established by ERZ on the basis of a defect in material or workmanship pursuant to these GTCs, the Seller shall, at its sole discretion, repair or replace the Goods or refund to the Buyer the purchase price thereof. The above describes the exclusive remedies available to the Buyer in the event of breach of the above warranty. The Seller's liability for defects under the law is excluded to the extent permitted by law.
- 5.4 Defective goods or parts shall remain or become the property of the Seller after replacement and/or refund, and must be returned immediately by the Buyer to the Seller. Goods repaired or replaced by the Seller under warranty shall be given a new warranty for a period of 12 months from the date of shipment by the ERZ.
- 5.5 In addition to the warranties expressly contained herein, the Seller makes no promises, representations or warranties, express or implied, factual or legal, including but not limited to implied warranties of satisfactory quality, merchantability, fitness for a particular purpose and conformity, all of which are expressly excluded here to the extent permitted by law.
- 5.6 The Seller's software is provided "as is" and the Seller makes no promises, warranties or representations of any kind with respect to the software, including but not limited to implied warranties of satisfactory quality, merchantability, fitness for a particular purpose and conformity, all of which are expressly excluded here to the fullest extent permitted by law. In addition, the Seller does not warrant any particular results of use, absence of viruses or uninterrupted operation of the software. The provision of the software does not include any warranty for the absence of errors, for interoperability or for compatibility with other hardware or software.
- 5.7 If the Seller provides third party hardware or software (i.e. not manufactured by the Seller), none of the warranties contained herein apply. Third-party hardware or software shall be governed solely by the terms and conditions and warranties, if any, of the relevant manufacturers, and the Seller shall not be obligated to disclose any such terms and warranties when asked to do so.
- 5.8 If the foregoing limitations/exclusions of liability are held invalid by a court of competent jurisdiction or a governmental authority, the Buyer shall agree that their sole remedy shall be to deny payment of the purchase price of the Goods which do not satisfy the warranties set forth in clause 5.

6. PROPERTY RIGHTS/CONFIDENTIAL INFORMATION/DATA PROTECTION

- 6.1 All copyrights, patents, trade secrets and other material and intellectual property rights related to the Goods, their packaging and all information provided by the Seller to the Buyer or their agents or employees shall remain with the Seller at all times, and the Buyer shall not acquire any intellectual property rights or licenses for the Goods and shall not copy or imitate the Goods.
- 6.2 The Buyer shall keep the Goods during and after termination of the Contract, and shall maintain secrecy concerning any confidential information of the Seller ("Confidential Information"), and shall not make it available or accessible to any third party in any way without the Seller's prior written consent nor permit its employees, agents or contractors to do so. Any internal dissemination of Confidential Information by the Buyer to its employees, agents or contractors requires a written agreement to keep Confidential Information secret and to restrict its use.
- 6.3 The Buyer shall consent to the collection, use and/or transfer by the Seller of personal data and/or correspondence of the Buyer and/or its agents, representatives, employees or other third parties in connection therewith ("Personal Data"). The Seller may collect, use and/or transfer Personal Data for the purposes of order fulfillment, internal management of the customer's account and for compiling summary statistics on the distribution and use of the Goods. The Seller shall use reasonable efforts to delete personal information when it is no longer necessary for such purposes. The Buyer may request access to and the ability to correct its personal data by contacting the Seller. The Buyer shall agree to sign such documents as may be necessary to give effect to this provision.

7. TRANSFER AND ASSIGNMENT

- 7.1 The Buyer shall not be entitled to transfer or assign the Contract in whole or in part without the prior written consent of the Seller. Transfers and assignments without the required consent are invalid.
- 7.2 The Seller may transfer or assign the Contract in whole or in part to its affiliates and/or contractors without prior consent.

8. LIMITATION OF LIABILITY

- 8.1 Notwithstanding the following exclusions, the Seller's liability shall be limited to gross negligence and intent.
- 8.2 It is the Buyer's responsibility to evaluate the accuracy, completeness, reliability and usefulness of the Seller's recommendations, advice or other information in connection with the suitability of the Goods for particular purposes or otherwise. Such information shall not be and should not be construed as professional, factual or topic-specific advice, and should not be relied upon as such by the Buyer. Correspondingly, any responsibility or liability of any kind for the use or misuse of such information shall be excluded by the Buyer.
- 8.3 The Seller shall not be liable to the Buyer for any loss of profits, loss of business, reduction of business value, loss of investment, costs and expenses for recall, testing, installation or dismantling of the Goods or for any indirect or consequential damages, claims for damages, costs, expenses or other claims for consequential damages in connection with the Contract, in particular punitive or exemplary damages for any reason whatsoever, even if the Seller had received advice of the possibility of such damages.
- 8.4 If these limitations/exclusions of liability do not apply in a particular country, the relevant limitation/exclusion clause shall be deemed to have been replaced by another which comes closest to the intent and purpose of the original clause.
- 8.5 Unless expressly stated otherwise in the Contract, the assertion of claims by the Buyer in connection with the Contract must be submitted to the Seller in writing within one month of the initial discovery by the Buyer of the event giving rise to the claim or of the date on which the Buyer ought to have discovered it, whichever comes first, preceded by any shorter statutory period of notice. Failure to give such written notice in due time will result in loss of the claim.

9. ANTI-CORRUPTION PROVISIONS

- 9.1 The Buyer is required:
 - i. to comply with all applicable laws, ordinances and regulations relating to the action against bribery and corruption, in particular the Foreign Corrupt Practices Act, the UK Bribery Act 2010 as well as any local legislation relating thereto ("Relevant Requirements");

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- ii. to use and maintain, as appropriate, its own policies and procedures to ensure compliance with and enforcement of the relevant requirements;
 - iii. to notify the Seller immediately of any enquiries or requests received thereby in order to grant any undue financial or other benefit of any kind in connection with the performance of the Contract; and
 - iv. to notify the Seller immediately (in writing) if a public official becomes an officer or employee of the Buyer, or directly or indirectly acquires a share in the Buyer's business; the Buyer shall ensure that, at the date of conclusion of the contract by the parties, no public official is a direct or indirect owner, officer or employee of the Buyer's business.
- 10. EXPORT CONTROL REGULATIONS**
- 10.1 The Buyer shall comply with all export (and re-export) control regulations of the Netherlands, Japan, the European Union, the United States of America (the latter if the regulations apply extraterritorially), the country in which Buyer has its principal place of business and/or official place of business and the country from which the Buyer exported the Goods, if applicable.
- 10.2 In order for either the authorities and/or the Seller to carry out export control audits, the Buyer may be required, at the Seller's request, to submit to the Seller at a short notice all information regarding a specific final consumer, a specific country of destination and a specific use of the Goods as well as any existing export control restrictions.
- 11. TERMINATION OF CONTRACT**
- 11.1 The Seller has the right to terminate the Contract with immediate effect in the following circumstances without prejudice to its acquired rights and without further liability:
- i. a breach of contract is committed by the Buyer, which is not remedied within ten days of the date on which the Seller notifies the Buyer of such breach (if at all possible);
 - ii. all or a substantial part of its assets are sold by the Buyer to a third party, which is subject to Seller's reasonable assessment; or
 - iii. the Buyer is unlikely to be able to fulfil the Contract or a contractual transaction as a result of a change in control, operations or circumstances.
- 11.2 Any rights of the Buyer to dissolve the agreement within the meaning of § 6:267 of the Dutch Civil Code are expressly excluded.
- 12. INDEMNIFICATION**
- 12.1 The Buyer shall indemnify and hold the Seller harmless against all third party claims, suits, actions, fines, losses, costs and damages (including all reasonable fees and expenses) suffered or incurred by the Seller as a result of or in connection with a tortious act or breach of contract on the part of the Buyer.
- 13. GENERAL PROVISIONS**
- 13.1 The Seller's individual rights or remedies under the Contract shall be without prejudice to any other rights or remedies of the Seller under the Contract or otherwise.
- 13.2 Notices must be given in writing and sent to the fax number or postal address of the parties by registered letter or airmail. Both parties shall notify each other in writing of any change of postal address or fax number.
- 13.3 The Buyer is required to be aware of and comply with the applicable requirements and restrictions of the state and other authorities or companies with regard to the possession, use, import, export or resale of the Goods.
- 13.4 The Buyer shall guarantee and ensure that all necessary steps shall be taken to monitor the safety of the Goods sold including, if necessary, taking into account the Seller's instructions. To this end, the Buyer must retain the necessary documents to track the Goods sold, maintain a complaint register for the Goods sold and take all necessary steps to be able to warn customers of post-sale security risks or, where appropriate, carry out a withdrawal or a recall of the Goods efficiently.