

GENERAL TERMS AND CONDITIONS OF SALE

1 BASIS OF THE AGREEMENT

- 1.1 In these General Terms and Conditions of Sale of Goods (the "Conditions"), "Seller" means **Omron Electronics Ltd** 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 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 valid for 30 days.
Orders shall only be binding if and when confirmed in writing by Seller, after which a binding agreement (the "Agreement") to which these Conditions apply comes into existence. This Agreement constitutes the entire Agreement between the parties and 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 Orders cannot be cancelled or changed by Buyer, unless explicitly agreed by Seller.
- 1.5 The minimum order value is GBP 350. Omron reserves the right to add an administration fee of GBP 30 for any orders below the minimum order value.
- 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 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 GBP and exclusive of any VAT.
- 2.2 Buyer shall make full payment for the Goods as invoiced by Seller within 30 days from the end of the month of the date of invoice.
- 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 of 8 per cent above the Bank of England's base rate from time to time, accruing on a daily basis until payment is made, whether before or after any judgment. Interest shall also be charged on any interest 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 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 Delivery shall be DDP (Incoterms 2010) Seller's manufacturing and/or selling facility or other address designated by Seller.
- 3.2 Dates and times given for delivery of Goods are confirmed by Seller to Buyer. If no dates are specified, delivery will be within a reasonable time. Seller will deliver the Goods in such batches or instalments, as it considers expedient.
- 3.3 Buyer shall inspect the Goods upon delivery and shall notify Seller in writing within 24 hours in case of short shipment or apparent damage. If Buyer fails to notify Seller within 24 hours, the Goods shall be deemed to have been accepted.
- 3.4 The Goods may not be returned unless explicitly agreed to by Seller.
- 3.5 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.

GENERAL TERMS AND CONDITIONS OF SALE

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 the Goods and all other sums which are or which become due to Seller by Buyer in relation to any and all Agreements.
- 4.2 Until ownership has passed in accordance with Section 4.1 of these Conditions:
- i. 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;
 - 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 his 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.
- 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. Seller further has the right to claim assignment of restitution claims of Buyer against third parties. As far as the sum of such securities granted by Buyer exceeds the entire claim of Seller by more than 20% Seller is on Buyer's request obliged to release securities.

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 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 the invoice for the Goods.
- 5.2 Any claim by Buyer based on the warranty under Section 5.1 i) of these Conditions shall be notified to Seller in writing within 5 calendar days from the date of delivery of the Goods or where the warranty defect or failure was not apparent on reasonable inspection, within a reasonable time after manifestation of the defect or failure, but in no event later than 13 months from the date of delivery. If so requested by Buyer, Seller shall collect the Goods to be checked by its European Repair Center ("ERC"). Buyer must include proof of the date of original purchase as evidence that the product 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/or failure to store, install, maintain and use the Goods in the proper environment with reasonable care.
- 5.3 Where any valid claim in respect of the Goods, based on any defect in the material or workmanship thereof, is determined by ERC in accordance with these Conditions, Seller shall in its discretion, repair, 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.
- 5.4 Any defective Goods or parts thereof shall upon replacement and/or upon being refunded remain or shall become Seller's property and shall be immediately returned to Seller by Buyer. Goods repaired or replaced by Seller under the agreed warranty are warranted for a new period of 12 months from the date of dispatch from ERC.
- 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, fitness for a particular purpose, 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, conditions or other terms of satisfactory quality, 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.

GENERAL TERMS AND CONDITIONS OF SALE

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 5.

6 PROPRIETARY RIGHTS / CONFIDENTIAL INFORMATION / DATA PROTECTION

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 TRANSFER AND ASSIGNMENT

7.1 Buyer shall not be entitled to transfer or assign the Agreement or any part thereof without Seller's prior written consent. Any transfer or assignment without the required consent shall be void.

7.2 Seller may, without any prior consent, transfer or assign the Agreement or any part thereof to its affiliated entities and/or contractors.

8 LIMITATION OF LIABILITY

8.1 Subject to the exclusions below and except for gross negligence and wilful misconduct, Seller's total liability to Buyer related to or in connection with any Agreement and howsoever caused shall for any and all events that give rise to a claim not exceed in the aggregate GBP 250,000 (two hundred and fifty thousand pounds) 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.

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 Seller shall not be liable to Buyer for any loss of profit, loss of business, depletion of goodwill, loss of investment, costs, or expenses for recall, inspection, installation or dismantling, or any indirect or consequential losses, damages, costs, expenses or 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.

8.4 Should any exclusion/limitation of liability not be valid in any applicable 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.

For the avoidance of doubt nothing in this Agreement shall exclude or limit Seller's liability for (i) personal injury or death caused by its negligence; (ii) fraud or fraudulent misrepresentation; (iii) any breach of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or (iv) any liability which cannot be excluded or limited by law.

8.5 Unless otherwise explicitly set forth in any Agreement, claims by Buyer related to or in connection with such 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 later, 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.

GENERAL TERMS AND CONDITIONS OF SALE

9 ANTI CORRUPTION

9.1 Buyer shall:

- i. 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**”);
- ii. have and shall maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- iii. 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
- iv. 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.

10 EXPORT CONTROL REGULATIONS

10.1 Buyer shall comply with all the (re-)export control regulations of the Netherlands, Japan, the European Union, the United States of America (the latter to the extent such regulations have extra-territorial effect), the country where Seller has its principal office of business and/or statutory seat and the country from where the Seller exported the Goods, as applicable from time to time.

Regardless of any disclosure made by Buyer to Seller of the destination of the Goods, Buyer shall not export or re-export directly or indirectly, the Goods without first obtaining all written consents or authorisations which may be required by such laws, rules or regulations.

10.2 If required to enable either authorities and/or 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, as well as any export control restrictions existing.

11 TERMINATION OF THE AGREEMENT

11.1 Seller shall have the right to terminate the Agreement immediately, without affecting Seller's accrued rights and without further liability if:

- i. Buyer commits any breach of the Agreement and fails to remedy such breach (if remediable) within 10 days from the date on which Seller notified Buyer that such breach occurred;
- ii. 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
- iii. 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.

12 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.

13 GENERAL

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 Failure or delay by Seller to exercise any of its rights shall not be a waiver of forfeiture of such rights.

13.6 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.

13.7 At any time Seller may decide in its absolute discretion to amend these Conditions. The amended Conditions then apply to any new Agreement.

GENERAL TERMS AND CONDITIONS OF SALE

14 APPLICABLE LAW

14.1 These Conditions and any Agreement based on these Conditions shall be governed by and construed in accordance with English law, with the exception of its rules on conflicts of laws. All disputes arising in connection with these Conditions or agreements based on these Conditions will be subject to the exclusive jurisdiction of the English 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.