

**General Sales Conditions  
of  
OMICRON electronics Asia Limited  
Unit 2812-19, The Metropolis Tower  
10 Metropolis Drive, Hung Hom, Kowloon  
Hong Kong SAR of China  
(hereinafter referred to as "OMICRON")**

**1. General Provisions**

The following General Sales Conditions shall be applicable to all agreements, offers and deliveries entered into or made by OMICRON. In order to become effective, any deviating terms of the customer (business partner) must be explicitly approved by OMICRON. Should the customer be provided with any testing services or training within the scope of his business relationship with OMICRON, in addition to the General Sales Conditions the respective special terms and conditions for commissioning as well as testing and consulting services and/or special terms for training courses, webinars, and conferences shall be applicable.

**2. Offers**

Any offer made by OMICRON shall be non-binding. All prices shall be quoted on the basis of EXW Klaus, Austria. Should any other charges, taxes or other levies be incurred in connection with the delivery, these shall be borne by the customer.

**3. Delivery**

OMICRON shall use its best efforts to comply with but does not warrant any delivery dates.

**4. Reservation of Title**

The customer shall not acquire ownership of any product from OMICRON until the invoice amount has been fully paid.

**5. Warranty / Guarantee / Damages**

- 5.1 The warranty and guarantee period shall be 24 months from the date of dispatch of goods from OMICRON Austria if not explicitly agreed otherwise in writing. For repairs and hardware modules the period is limited to 6 months.
- 5.2 In the event of warranty/guarantee is executed by OMICRON according to this Article 5 of the GSC, OMICRON may, at its own discretion, choose whether to repair or replace the product, or to reduce the price, or to terminate the agreement with the customer. For avoidance of any doubt, warranty and guarantee obligation shall not apply to any parts subject to ordinary wear and tear and/or expendable items.
- 5.3 Any claims for warranty or guarantee shall be excluded if the customer, agent or a third party modifies, repairs or maintains the products delivered or modified the technical specifications thereof or otherwise intervened. The same shall apply to improper handling or if unsuitable data media is being used or if notice of the defect is not given within 7 days.
- 5.4 Subject to any statutory requirements in Hong Kong, OMICRON shall be liable for any direct personal injuries or damage to property up to an amount of Euro 3 million per claim unless the applicable compulsory law provides for a higher amount. OMICRON shall not be liable for any kind of indirect damage or consequential damage including but without limitation, loss of profits. In no event shall OMICRON be liable for any damage caused by slight negligence. "Slight negligence" means the failure to exercise the care that an extraordinarily attentive person would have exercised.

**6. Copyrights**

The intellectual property rights in all devices, programs and services, and in all related copyrights, patent rights, trademark rights or proprietary rights shall belong to OMICRON and shall remain in its exclusive ownership.

## 7. Software Licenses

- 7.1 OMICRON shall grant to the customer a non-exclusive and non-transferable right to use any software product for which the customer acquires a license from OMICRON. If the customer leaves a device to a third party, use of the corresponding software is allowed.
- 7.2 The customer shall not assign, transfer, pledge or lease any licensing right granted to the customer by OMICRON or otherwise pass it on, leave it to a third party or share it with them.
- 7.3 With the exception of a backup copy, any duplication of the software product, the documentation or any part thereof shall require the prior written consent of OMICRON.
- 7.4 The customer may not modify, transmit (neither electronically nor by any other means), translate, disassemble, decompile or otherwise modify the software product by reverse engineering unless OMICRON has given its prior written consent.

## 8. Repair

If a device is being sent to OMICRON for repair, all work must be performed in the plants or certified repair centers of OMICRON. The customer shall be obliged to duly dispatch the device at his own expense together with a repair order. Upon completion of the service, OMICRON shall send back the device at the customer's expense. OMICRON shall not assume any liability for any loss of or damage to goods in transit.

## 9. Payment Terms and Delay in Payment

- 9.1 The customer shall transfer the entire invoice amount before dispatch against Performa invoice of OMICRON, which shall state the bank details.
- 9.2 In case of delayed payment OMICRON will be entitled to recover interest at 12% for delayed period on outstanding payment.

## 10. Force Majeure

Neither party shall be liable to the other party for any loss and damage in circumstances where the obligations under this Agreement cannot be performed, are delayed or hindered due to factors beyond the commercially reasonable control of the defaulting party (including, but not limited to, war, invasion, act of foreign enemy, hostilities, whether war be declared or not, civil war or strife, rebellion, strikes, lockout or other industrial dispute or actions, Acts of God, acts of government or other prevailing authorities or defaults of third parties). If the factors prevent the Agreement being fulfilled for a period of six months, then the non-defaulting party may terminate this Agreement by notice in writing and both parties agree to negotiate in good faith an equitable settlement.

## 11. Confidentiality

The customer and OMICRON shall treat all information received from the respective other party in connection with their business relationship and its transaction confidential and shall not disclose such information to any third party. However, OMICRON is entitled to use customer's data for any marketing purposes, e.g. reference.

## 12. Price

Prices quoted are USD, according to OMICRON USD price list. Prices in quotations to Hong Kong customers are based on pegged exchange rate.

## 13. Final Provisions

- 13.1 No supplementary agreements have been made.
- 13.2 In order to avoid misunderstandings, any changes of and amendments to agreements must be made in writing in order to be effective. This shall also apply to any agreed waiver of the written form requirement.
- 13.3 Should one or several provisions of these General Sales Conditions or the agreements amended with the help thereof be invalid in whole or in part, this shall not affect the validity of the remaining provisions. OMICRON and the customer shall replace the provision that is invalid or needs to be amended or interpreted by a new provision that comes as close as possible to the intended economic purpose of the original provision.
- 13.4 All relationships between OMICRON and the customer shall be exclusively governed by the law of Hong Kong. These terms and conditions of sale including the sales contract evidenced thereby shall in all respects be governed by and construed in accordance with the laws of Hong Kong.
- 13.5 Both, OMICRON and the customer shall take all efforts to settle all disputes arising from the agreements, offers and deliveries or referring to the breach, annulment or invalidity thereof out of court, e.g. by mediation. If a dispute relating to or connected with this Agreement arises, the parties shall seek to settle it by negotiation. If negotiation does not result in settlement, all outstanding matters in dispute shall be determined by arbitration in accordance with the UNCITRAL Arbitration Rules 2010 as at present in force and as may be amended by the rest of this clause. The appointing

authority shall be Hong Kong International Arbitration Centre. The place of arbitration shall be in Hong Kong at Hong Kong International Arbitration Centre (HKIAC). The language to be used in the arbitral proceedings shall be English.

- 13.6 Any data related to this Agreement shall be stored on an Electronic Data Processing device by OMICRON and shall be transmitted to other companies or business units of the OMICRON group so far as this is required in order to duly provide the contractual services, to handle the customer's affairs or for any business activities performed by OMICRON. The customer declares his consent to the above.