Special Terms and Conditions for Commissioning as well as Testing, Calibration and Consulting Services of OMICRON electronics GmbH A-6833 Klaus, Austria (hereinafter referred to as "OMICRON")

1 Area of Validity

1.1 The following special terms and conditions (hereinafter referred to as "**Special Terms**") apply to the performance of all current and future commissioning, testing, calibration and consulting services (hereinafter collectively referred to as " **services**") between OMICRON and any of its customers (herein referred to as "**customer**" or "**customers**"), unless otherwise negotiated in written form. In addition to these special provisions, OMICRON's general sales conditions, as amended from time to time, shall apply at all times (hereinafter referred to as "**General Terms**"). The General Terms can be examined online at http://www.omicron.at/de/legal/terms/.

1.2 Any conflicting general terms and conditions issued by the customer shall not apply and are hereby rejected in advance, even if they are part of a letter or other communication from the customer and OMICRON has not expressly objected to them, or OMICRON does not separately contradict their validity in individual cases. Any silence shown by OMICRON is to be understood as a rejection of those conflicting general terms and conditions. In order to become effective, any terms or conditions of the customer must be expressly approved in writing by OMICRON. Even if OMICRON makes reference to a written document that contains the terms of business of the customer or of a third party, this shall not constitute any agreement to the applicability of those terms of business.

1.3 Should contradictions in the previous two contractual provisions arise, or in any letters of confirmation, the Individual Agreement (as defined below) shall match and be controlled by these Special Terms in each situation, even if they arise while the services are being provided.

1.4 These Special Terms only apply in respect to companies conducting business activities with OMICRON or its affiliates.

1.5 All offers by OMICRON are non-binding and subject to change, except to the extent an offer expressly states it is binding or contains a specific term of acceptance.

1.6 The legal relationship between OMICRON and the customer shall be solely governed by the specific contract agreed to in writing between OMICRON and the customer (hereinafter the "**Individual Agreement**"), these Special Terms, and the General Terms, which shall collectively constitute the entire agreement between the customer and OMICRON, and which may be amended, supplemented or modified only with the mutual written consent of the customer and OMICRON.

1.7 Independent of the site of service performance or the employee supplying the service performance, the contractual partner is OMICRON. For certain services, however, an affiliate of the OMICRON shall be involved in the transaction or provide the actual service. This will be made evident by OMICRON or such affiliate no later than in the order confirmation. In such case, the customer shall have the right to withdraw from the Individual Agreement within five (5) days of receipt of the contractual confirmation, by delivering to OMICRON written notice, by post, fax, e-mail. Unless the customer timely and properly delivers such notice, the affiliate shall be deemed to be accepted as a different contractual partner.

2 Scope of Service Performance

2.1 Upon acceptance of an offer and entering into an Individual Agreement, OMICRON will be responsible for providing commissioning, testing, calibration and consulting services to the customer according to accepted engineering standards.

2.2 The following shall apply to commissioning and testing of electrical installations:

2.2.1 OMICRON shall not be required to achieve, or be liable to the customer for, a specific outcome or result, or for the successful performance of a specific achievement in respect to the commissioning or testing services, except to the extent that specific key criteria for the success of such service performance have been defined in and mutually agreed to in the Individual Agreement. OMICRON shall not under any circumstances be required to achieve, or be liable to the customer for such successful performance if the customer fails to fulfill its obligations to cooperate properly and in due time pursuant to Section 6.1 hereof, and such failure affects in any way the service performance provided by OMICRON.

2.2.2 Except as and to the extent otherwise stipulated in the Individual Agreement, (i) OMICRON will provide customer with a written report regarding the conducted tests,(ii) test performances and such test report will be provided by OMICRON pursuant to the terms of the Individual Agreement, (iii) such test report will only contain a statement regarding the contractually specified test substrate and not regarding the customer's total industrial system, (iv) OMICRON shall not have any obligation to give the customer any other information regarding the conducted tests, and (v) OMICRON will only be obligated to provide dimensional results and will not be obligated to interpret or provide opinions regarding such results.

2.2.3 The customer acknowledges and agrees that each repeated testing of test objects will constitute a new session of testing.

2.2.4 The customer acknowledges and agrees that waiting times of up to 15 minutes are a part of every offer and Individual Agreement.

2.3 The following shall apply to consulting services:

2.3.1 OMICRON shall not be required to achieve, or be liable to the customer for, a specific outcome or result, or for the successful performance of a specific achievement in respect to the consulting services.

2.3.2 Unless otherwise stipulated by the Individual Agreement, OMICRON shall grant the customer the non-exclusive right to use the verbal or written results of the consulting services provided for its own purposes on a permanent basis within the framework of the customer's presumed intended purpose.

2.3.3 OMICRON reserves the right to make use of the results of the consulting services for scientific purposes and the further development of its own products.

2.4 The following shall apply to calibration services:

2.4.1 OMICRON shall not be liable for indirect and/or consequential damages following an inaccurate calibration.

2.4.2 Complaints regarding the accuracy of calibration services must be notified in writing within six months of the issuance of the calibration certifcate. In case of justified complaints, OMICRON provides suitable remedies without charging any additional costs. In case the complaint is not justified, OMICRON is entitled to charge the incurred cost for handling and verification of the complaint.

2.4.3 In case of calibration services following ISO/IEC 17025 OMICRON warrants that the services are fully compliant with the applicable standards.

3 Prices and Payment

3.1 The services are performed for the prices stipulated in the Individual Agreement. The invoice for the services will include the negotiated remuneration described in the Individual Agreement, including any applicable shipping costs, plus any applicable sales, use and value added taxes. Invoice amounts must be paid by the customer no later than ten (10) days from receipt, to a bank account or address specified by OMICRON, except where otherwise agreed in the Individual Agreement. The time of payment shall be the time of actual receipt of fully available funds by OMICRON.

3.2 All prices are for the scope of services specified by OMICRON in the Individual Agreement. Additional or special services shall be invoiced separately by OMICRON. Prices are quoted as net amounts, excluding any statutory sales, use or value added taxes applicable on the day of the applicable service.

3.3 Changes to the types or methods of testing may become necessary during the service performance. Deviations to the customer's order or Individual Agreement that consist of a change greater than 10% of the cost must be agreed to by both parties by prior written agreement. Other changes shall be made independently by OMICRON, in OMICRON's sole, absolute and uncontrolled discretion, taking the interests of the customer into consideration after having given the customer prior oral or written notice.

3.4 OMICRON is entitled to request reasonable advances on expenses and/or to issue partial invoices according to the services already provided. Partial invoices need not be indicated as such. The receipt of an invoice does not mean that OMICRON has invoiced the partner for the full amount of the Individual Agreement.

3.5 Should the customer default in timely payment of any amount due hereunder or under an Individual Agreement, the customer shall compensate OMICRON for all expenses incurred by OMICRON in respect to such default, plus interest thereon at a rate equal to the lesser of one percent (1%) per month or the maximum non-usurious rate of interest permitted by applicable law.

4 Delivery Dates and Delays

4.1 The observance of delivery dates requires that the customer uphold all of its obligations to cooperate, especially with regard to approvals, the provision of required documents such as manuals, listing all of the operating conditions, provision of data material, and the establishment or approval of the specifications.

4.2 The delivery date is met once the testing report is sent, delivered or handed over to the customer.

4.3 OMICRON shall not be responsible for any delay or non-performance caused by or resulting from any malfunctions, transportation or telecommunications problems, governmental regulation, legislative, administrative or judicial restrictions, labor disputes, strikes, lockouts, war or war-like actions, sabotage, terrorism, civil disturbances or riots, fire, acts of God, road conditions, weather or any other causes beyond the reasonable control of OMICRON. Under such circumstances, any failure by OMICRON to perform any of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages. If the failure to comply with a specified time of service is due to such circumstances, the dates of service specified in the Individual Agreement shall be postponed by the duration of such circumstances, and any additional response, preparatory and travel periods reasonably necessary as a result of such circumstances.

4.4 For commissioning, testing, calibration and consulting that takes place in a foreign country, in the event OMICRON has any concerns regarding safety (including, without limitation, the existence of travel warnings), then OMICRON may in its sole, absolute and uncontrolled discretion either withdraw from the Individual Agreement or coordinate a new appointment with the customer.

4.5 Subject to Sections 4.3 and 4.4 hereof, if OMICRON fails to meet a stipulated deadline for testing or delivery required under an Individual Agreement, as extended by said Sections, then the customer may withdraw from the Individual Agreement, and, if the customer can demonstrate having suffered actual monetary damages caused by such OMICRON delay, then the customer may demand compensation for such monetary damages; provided, however, that the damages payable by OMICRON hereunder shall not under any circumstances exceed 0.5% of the order under such Individual Agreement for each full week of delay, and the aggregate damages payable by OMICRON hereunder shall not under any circumstances exceed 5% of the order value under such Individual Agreement.

5 Acceptance and Delivery

5.1 Upon delivery or receipt of the testing report or the confirmation of the test performance, the services provided under the Individual Agreement are deemed to be accepted.

5.2 With the delivery of the testing object, including all accessory parts, the test is deemed to be complete.

6 Customer Obligations to Cooperate

6.1 The customer must support the services to be performed by OMICRON by contributing to and participating in the activities that are a part of the services, as and to the extent reasonably requested by OMICRON, including, but not limited to, the following:

6.1.1 The customer must ensure that it is satisfied with the compatibility of the measures required under the Individual Agreement or necessary as part of the performance of the services, both in respect to the element to be tested, as well as the compatibility with the system as a whole.

6.1.2 The customer must ensure that the data required for performance of the services is available in the best possible form.

6.1.3 The customer must inform OMICRON of any relevant or special facts or circumstances (including, without limitation, with regard to company-specific processes, the subject matter of the order, and any related features).

6.1.4 The customer must conduct data saving and storage, and protect data from malicious software, all in a manner that corresponds to the current state of the art.

6.2 Should the customer not fulfill the obligations to cooperate as described in Section 6.1 hereof, or should it breach a currently unnamed obligation to cooperate that is nonetheless commercially reasonably under the circumstances, then OMICRON is authorized, at its sole, absolute and uncontrolled discretion, to (i) adhere to the Individual Agreement, but with an unilateral amendment of the service conditions defined in the Individual Agreement (including, without limitation, the time of performance and/or the specification of the service performance substrate), (ii) cancel the performance of the applicable services, or (iii) terminate the Individual Agreement.

6.3 In exercising OMICRON's discretion hereunder in respect to the services, which is hereby acknowledged and agreed to by the customer, OMICRON shall take the reasonable interests of the customer into account.

6.4 The customer shall be responsible for compensating OMICRON for wasted expenditures that arise at the fault of the customer. The right to assert further damages shall not be affected.

6.5 For testing done at the site of the customer or the contractor, the test object shall be made ready for operational disposal for OMICRON.

6.6 By means of a provided instruction manual, it must be possible for OMICRON to operate the test object without the requirement of any special skills, or to have it operated by an employee provided by the customer.

7 Warranty

7.1 OMICRON warrants that the services shall be performed with commercially reasonable skill and diligence. Furthermore, OMICRON ensures the accuracy of the test report at the time of delivery under Section 5.1 hereof. **OMICRON DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (BY STATUTE, TRADE USAGE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES OR THE MATERIALS OR SOFTWARE PROVIDED IN CONJUNCTION WITH THE SERVICES.**

7.2 If, after performing the testing, the customer makes changes to, replaces parts of, or makes use of other materials for the testing objects, no warranty can or shall be assumed by OMICRON for the applicability or compliance of the test report.

8 Liability

8.1 OMICRON's aggregate liability for personal injuries and/or property damage arising under or related in any way to the performance of the services under any Individual Agreement (or in the absence of a written Individual Agreement, under any related set of services provided hereunder) shall not under any circumstances exceed $1,000,000.00 USD. Where services are provided at the customer's facility, the customer shall be solely responsible for determining and maintaining the safety and adequacy of the customer's facility, and for obtaining and determining the sufficiency of all insurance policies regarding protection against fire, theft, loss, damage, destruction and other risks, and against liability for bodily injury, death and property damage. If requested by OMICRON, the customer will verify in detail the nature and extent of all such insurance coverage. The customer hereby assumes full and complete liability for and agrees to indemnify, protect, save, keep and hold harmless OMICRON, its agents, representatives, officers, employees, successors and assigns from and against any and all losses, damages, injuries, claims, liabilities, demands and expenses (including attorney's fees, costs of court and other legal expenses), arising out of or related in any way to the use, operation or maintenance of the customer's facilities.

8.2 The customer is solely responsible for examining and determining in detail whether the maximum liability limits stated in Section 8.1 are sufficient to cover the customer's risks, and for obtaining any excess liability insurance plan deemed necessary by the customer.

8.3 OMICRON shall not be liable for any damage to the testing object that arises in the course of testing.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE GENERAL TERMS, OR IN THESE SPECIAL TERMS, OR AS REQUIRED BY THE LAW OF A PERTINENT JURISDICTION, OMICRON WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES, EVEN IF INFORMED OF THE POSSIBLILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY ACTUAL, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED IN ANY WAY (I) TO OMICRON'S PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION TECHNICAL SUPPORT SERVICES PROVIDED IN RESPECT TO OMICRON'S PRODUCTS, (II) TO ANY AGREEMENTS, OFFERS OR DELIVERIES ENTERED INTO OR MADE BY OMICRON, OR (III) TO ANY DELAYS IN PROVIDING COMMISSIONING OR TESTING SERVICES, EVEN AFTER THE EXPIRATION OF A DEADLINE SET BY OMICRON (SUBJECT, HOWEVER, TO SECTION 4 HEREOF). OMICRON SHALL NOT BE

LIABLE TO THE CUSTOMER OR ITS PARTICIPANTS, NOR TO ANY OTHER PERSON OR COMPANY WHO OR WHICH MAY CLAIM ANY RIGHT DUE TO HIS, HER, OR ITS RELATIONSHIP WITHCUSTOMER, FOR ANY ACTS OR OMISSIONS OF OMICRON, OR OMICRON'S EMPLOYEES OR AGENTS, IN THE PERFORMANCE OF THE SERVICES, EXCEPT WHEN SUCH ACTS OR OMISSIONS ARE DUE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF OMICRON OR OMICRON'S EMPLOYEES OR AGENTS. To the greatest extent permitted by applicable law, the limitations and exclusions set forth in this Section 8 and in Section 4 hereof will apply regardless of whether liability arises from breach of contract, warranty, tort (including without limitation, negligence), by operation of law, or otherwise.

8.4 The customer shall ensure that the data necessary for testing is kept from data material in machine-legible form until the conclusion of the testing. OMICRON shall not be liable for data loss while performing the testing service. The customer must secure its data by means of appropriate technical devices.

8.5 The customer must observe its obligations to cooperate pursuant to Section 6.1hereof.

8.6 OMICRON does not accept, and hereby disclaims, any liability or claims for damages for violation of non-essential contractual obligations.

9 Place of Fulfillment

9.1 Unless specifically stated otherwise in the Individual Agreement, the place of fulfillment for all obligations arising from this contractual relationship shall be the principal office of OMICRON.

9.2 OMICRON reserves the right to appoint qualified sub-contractors for calibration services.

10 Privacy Policy

10.1 The customer and OMICRON shall each keep strictly confidential all confidential information received from the other in connection with the services, and neither the customer nor OMICRON shall disclose such information to any third party except as required by law or accreditation bodies or as provided in these Special Terms or in the General Terms.

10.2 The customer acknowledges and agrees that OMICRON may store data from this contractual relationship for the purpose of data processing and provide any such data, to the extent reasonably necessary for the fulfillment of the Individual Agreement, to third parties (i.e. insurance agencies) or to affiliates of OMICRON, or to their respective officers, managers and employees. The customer further acknowledges and agrees that OMICRON may make use of knowledge gained from the performance of the services for scientific purposes and for the further development of OMICRON's products.

11 Final Provisions

11.1 Should one or more provisions of the Individual Agreement, these Special Terms, the General Terms, or other related agreements be determined to be illegal, invalid, or unenforceable, in whole or in part, then any such illegal, invalid or unenforceable provision (i) shall not affect the legality, validity or enforceability of the remaining provisions of such Individual Agreement, these Special Terms, the General Terms, or such other related agreements, and (ii) shall be replaced with legal, valid and enforceable provisions which are as similar as possible to the terms and intended economic purposes of the original provisions. The Individual Agreement, these Special Terms, the General Terms, and such other related agreements shall not be construed more favorably for or against either of the parties based upon which party drafted it.

11.2 In order to avoid misunderstandings, any changes, modifications and amendments to the Individual Agreement, these Special Terms, or the General Terms must be made in writing in order to be effective. Any waiver of any provisions thereof, including any waiver of any rights or remedies of the parties thereunder, must be in writing to be effective. Any failure, neglect, or delay by a party to at any time enforce any such provisions, rights or remedies (i) will not be construed and will not be deemed to be a waiver of such party's rights, (ii) will not in any way affect the validity of all or any part thereof, and (iii) will not prejudice such party's right to take subsequent actions to enforce such provisions, rights or remedies. Any such changes, modifications, amendments or waivers (i) may be executed in multiple counterparts, which shall collectively constitute a single agreement, and (ii) may be delivered by personal delivery, mail, fax or telecopier, third party delivery service, or as a PDF attachment to an email. Except as otherwise expressly permitted under these Special Terms or the General Terms, the use of electronic telecommunications, in particular transmission by e-mail, shall not by itself be deemed to constitute a binding change, modification, amendment or waiver, without a mutually agreed writing physically signed by both parties and transmitted or delivered as set forth in the immediately preceding sentence.

11.3 The place of jurisdiction for any disputes arising from the Individual Agreement between OMICRON and the customer is, by choice of OMICRON, the site of OMICRON or the site of the customer. For complaints made against OMICRON, the site of OMICRON shall serve as the exclusive place of jurisdiction. Mandatory statutory provisions regarding an exclusive place of jurisdiction remain unaffected by this provision.

11.4 As per the order confirmation in Clause 1.5, the relationships between OMICRON and the customer are subject to the local laws of the performance-conducting OMICRON.

11.5 In case of contradictions between the English and the German version of the Special Terms or any other document of legal relevance, the German version shall prevail.