



**General Sales Conditions  
of  
OMICRON Energy Solutions Private Limited  
Dwarka, New Delhi, India  
(hereinafter referred to as "OMICRON")  
July 2013**

**1. General Provisions**

The following General Sales Conditions (hereinafter the "GSC") 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, or meetings within the scope of his business relationship with OMICRON, in addition to the GSC 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 net prices and are FOR.

**3. Delivery**

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

**4. Reservation of Title**

OMICRON reserves the right to take back possession of goods, where the customer does not submit payment in accordance with the payments terms of the invoice.

**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 OMICRON shall in the event of warranty/guarantee, at its own discretion, effect a reparation or replacement of the product or a price reduction. Warranty and guarantee shall not include any parts subject to wear 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 used or if notice of the defect is not given immediately.
- 5.4 OMICRON shall not be liable for any kind of indirect damage or consequential damage, as a result of slight negligence or misuse by the user.
- 5.5 Goods, once sold, cannot be returned unless or until agreed to the same by OMICRON.

**6. Copyrights**

The intellectual property rights for all devices, programs and services, and in all related copyrights, patent rights, trademark rights or proprietary rights shall be due to OMICRON and shall remain within 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 assigns 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, assign it to a third party or share it with them.
- 7.3 With the exception of a back-up 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 premises 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 repair and/or inspection, OMICRON shall return the device at OMICRON's expense but shall not assume any liability for any loss of or damage to goods in transit.

9. Payment Terms and Delay in Payment

The customer shall transfer the entire invoice amount before dispatch against a Proforma invoice of OMICRON, which shall state the bank details. In case of delayed payments, OMICRON will be entitled to recover interest at 12% per annum for the delayed period on the outstanding payment. However, this does not, in any way, affect the discretionary right of OMICRON to repossess goods in case of default of payment terms.

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 and its affiliates are entitled to use customer's data for any marketing purposes, e.g. reference.

12. Price

Prices quoted are valid for 30 days. After expiration of this period a new quotation can be requested based on current exchange rate.

13. Final Provisions

13.1 No supplementary agreements have been made.

13.2 In order to avoid misunderstandings, any changes of or 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 GSC 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 Indian law. 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 New Delhi, India and the Company and the Buyer hereby submit to the exclusive jurisdiction of the court of law in New Delhi, India and none other.

13.5 OMICRON and the customer shall make all efforts to settle any 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 finally settled in accordance with provisions of the Arbitration and Conciliation Act, 1996. The parties agree that the arbitrator is to be appointed by OMICRON and all proceedings will take place in New Delhi. All costs of Arbitration will be shared equally between the parties to the dispute.

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.