

**General Sales Conditions of  
OMICRON Energy Solutions de Mexico, S.A. de C.V.  
Ave. Insurgentes Sur 1605 Piso 28, Colonia San José Insurgentes,  
03900 Ciudad de México, México  
(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 further services 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 net prices ex works or ex OMICRON's warehouse in México City, Mexico (Incoterms 2010), as the case may be, and shall be exclusive of any other costs. Should any 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. Delivery shall be made at the expense and risk of the customer.

**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 delivery, if not explicitly agreed otherwise in writing. For repairs and hardware modules the period is limited to 6 months from the date of the relevant repair.
- 5.2 OMICRON shall in the event of warranty/guarantee, at its own discretion, effect a reparation or replacement of the product, a price reduction or dissolve the contract. 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 himself or a third party modified, repaired or maintained 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 immediately.
- 5.4 Upon fulfillment of the statutory requirements, OMICRON shall be liable for any direct personal injuries or damage to property up to an amount of MXN\$ 25,000,000.00 (twenty five million pesos 00/100) per claim unless the applicable compulsory law provides for a higher amount. OMICRON shall not be liable for any kind of damage, indirect damage or lost profits. In no event shall OMICRON be liable for any damage caused by negligence.

**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 be due 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 CIP (Incoterms 2010). OMICRON shall take over transportation costs, but 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 to a bank account determined by OMICRON within 30 days following receipt of the invoice.
- 9.2 Should the customer be in default with payment, he shall compensate OMICRON for all expenses incurred.

#### 10. 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. The customer acknowledges that all confidential information is considered as trade secret.

#### 11. Final Provisions

- 11.1 No supplementary agreements have been made.
- 11.2 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.
- 11.3 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.
- 11.4 All relationships between OMICRON and the customer shall be exclusively governed by Mexican law. The United Nations Convention on Contracts for the International Sale of Goods and any conflict-of-laws provisions that would require application of another choice of law shall not be applicable.
- 11.5 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. Should the parties fail to reach an agreement within a period of four weeks, any such dispute shall be finally settled by the competent court in Mexico City, Mexico.
- 11.6 OMICRON is allowed to assign orders, in whole or in part, to any of its Affiliates. The customer will be informed hereof together with the order confirmation and has the possibility to oppose in case of good cause.
- 11.7 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.
- 11.8 Insofar as one contractual party is unable to fulfill or is experiencing a delay in fulfilling a contractual obligation, this party shall immediately inform the other party of the event, the contractual obligation that is impaired, and the likely duration of the event. Insofar as force majeure prevents or delays fulfillment of a contractual obligation for more than 90 days, each party is entitled to terminate this Agreement by providing reasonable notice.