

**General Sales Conditions
of
OMICRON electronics Korea Inc.
Bun Dang Goo, Seong Nam City, Republic of Korea
(hereinafter referred to as "OMICRON")
April 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 (or business partner) must be explicitly approved by OMICRON. Should the customer be provided with any testing services, training, or meetings within the scope of his business relationship with OMICRON, in addition to this 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 include the product price and also the related expenses for delivering the product to the final point of destination. For clarification, all related costs (including transportation, shipping, handling charges, packaging, insurance, freight, duties and tax) are included in the contract price.

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 unless the entire invoice amount (including the additional costs stated in Article 2 of the GSC) has been fully paid.

5. Warranty / Guarantee / Damages

- 5.1 The warranty and guarantee period shall be 24 months from the date of the customers receipt of the goods, if not explicitly agreed otherwise in a written form. 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 not apply if the customer, agent or a third party modifies, repairs or maintains the delivered products, or modified the technical specifications thereof, or otherwise altered the products in any way. The same shall apply to improper handling or if unsuitable data media is being used.
- 5.4 Customer shall immediately inform OMICRON in a written form when defect of the product occurs. For avoidance of any doubt, OMICRON shall not be liable for any additional damages caused due to the delayed written notice of the defect.
- 5.5 Upon fulfillment of the statutory requirements, OMICRON shall be liable for any direct personal injuries or damage to property. OMICRON shall compensate the customer according to the applicable law. OMICRON shall not be liable for any kind of indirect damage or consequential damage. In no event shall OMICRON be liable for any damage caused by slight negligence.

6. Copyrights

The intellectual property rights for all devices, programs and services, and in all related copyrights, patent rights, trademark rights or proprietary rights (hereinafter collectively the "Copyrights") shall belong to OMICRON, and shall remain within its exclusive ownership. For avoidance of any doubt, the customer is not entitled to the Copyrights implicitly or explicitly.

7. Software Licenses

- 7.1 OMICRON shall grant the customer with a non-exclusive and non-transferable right to use the software product for no other purpose than that of operating the product, for which the software is intended.
- 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, 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 the customer's expense. In case of an in-warranty repair OMICRON will cover all reasonable costs related to the repair. OMICRON shall not assume any liability for any loss of or damage to goods caused during the transportation.

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, unless agreed otherwise.
- 9.2 Should the customer be in default with payment, he shall compensate OMICRON with an interest of 12% per annum.

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 respective other party in connection with their business relationship and its transaction confidential and shall not disclose such information to any third party without the prior written approval of the other party. However, OMICRON and its affiliates are entitled to use customer's data for any marketing purposes (e.g. references).

12. Price

Prices quoted are based on Korea Exchange Bank Euro buy rate as at date of this quotation. OMICRON reserves the right to vary prices quoted for FX movement greater than + or - 2.5% between the date of this quote and date of acceptance.

13. Miscellaneous

- 13.1 In order to avoid any misunderstandings, changes (and/or amendments) to the GSC, supplementary agreements may be made in a written form with OMICRON's consent in order to be effective. This shall also apply to any agreed waiver of the written form requirement.
- 13.2 Should one or several provisions of the GSC (or supplementary agreements) 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 to a new provision that comes as close as possible to the intended economic purpose of the original provision.
- 13.3 All relationships between OMICRON and the customer as well as the GSC (including the sales agreement) evidenced thereby shall in all respects be governed by and construed in accordance with the laws of the Republic of Korea, and both parties hereby submit to the exclusive jurisdiction of the Seoul Central District Court.
- 13.4 OMICRON and the customer shall make all efforts to settle any disputes arising from the GSC, other agreements, offers and deliveries or referring to the breach, annulment or invalidity thereof out of court (e.g. by negotiation or mediation). If negotiation does not result in a settlement, all outstanding matters in dispute shall be determined at the Seoul Central District Court.
- 13.5 Any data related to this GSC (and/or the supplementary 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, and to handle the customer's affairs or for any business activities performed by OMICRON. The customer acknowledges and agrees to the above.