

GENERAL CONDITIONS OF SALE

Assembléon Asia Ltd., incorporated in Hong Kong, having its registered office at 601 Prince's Building, Chater Road, Central Hong Kong ("Seller") and ("Buyer") as referenced on the quotation. Whereas, Seller wishes to sell and Buyer wishes to purchase Seller's product in the quantities and at the prices more specifically set forth herein. Now, therefore, the parties hereto agree as follows:

01. **Purchase Price/Quantity:** Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the products referenced at the prices and in the quantities set forth.
02. **Delivery/Payment:** (i) All deliveries and payments hereunder shall be stipulated in Seller's individual invoices. If no payment terms are stipulated, the following payment terms shall apply: 60% payment on order, 30% on shipment of product and 10% on completion of installation unless otherwise agreed. Title of ownership will transfer after full and final payment has been received by Seller. Any delay in payments will incur legal interest immediately as from the due date. If Buyer fails to pay any amount when due, Seller may discontinue the delivery of the product(s) or deduct the unpaid amount from any amounts otherwise owed to Buyer by Seller under any agreement with Buyer, in addition to any other rights or remedies available to Seller. Buyer acknowledges and agrees that any and all amount paid and/or payable by Buyer to Seller under this Agreement shall not be refundable in any circumstances notwithstanding any other provisions in this Agreement. (ii) Unless otherwise stated in its quotation, Seller shall deliver any products CIF or CIP Assembléon's premises or any other premises indicated by Seller in accordance with the latest edition of the INCOTERMS 2010 issued by the International Chamber of Commerce. (iii) If Buyer cannot receive product on the scheduled delivery date, Buyer must immediately notify Seller. In this instance, Buyer shall pay Seller the purchase price for product plus reasonable storage charge for product until such time as Buyer accepts delivery of product. All risks, including risks of loss and damage, related to the product pass to Buyer at the time of delivery. (iv) Buyer acknowledges and agrees that Seller may enter into any financing, factoring or other similar arrangements in respect of any amount owed by Buyer to Seller under this Agreement. Buyer agrees to do whatever is necessary to give effect to such arrangements (including without limitation, to execute written consent(s) in a form satisfactory to Seller in respect of such arrangements if and when required).
03. **Term:** Seller's quotation is open for acceptance within the period stated therein, but is subject to change or withdrawal by Seller prior to such acceptance. Any Buyer's order, whether or not arising from Seller's quotation, shall be subject to Seller's confirmation in writing. Seller's order confirmation and the General Conditions of Sale, including exhibits, together constitute the entire agreement ("Agreement"). These General Conditions of Sale shall be the exclusive terms and conditions applicable to all sales of products. Any terms and conditions set forth on Buyer's purchase order or otherwise issued by Buyer are hereby rejected and shall not apply to the purchase and sale of products, unless and to the extent expressly stated otherwise in writing in Seller's quotation.
04. **Additional Terms and Conditions:** This Agreement incorporates the terms and conditions contained in Seller's invoice.
05. **Cancellation:** If the Buyer cancels an order prior to the product delivery and the Buyer has a legal right to do so, the Buyer shall pay the costs incurred by Seller up to the date of cancellation including, but not limited to, the costs to manufacture the product, the costs to provide any training, educational, or other services to the Buyer in connection with the order, a nominal restocking fee, and the costs to return or cancel any product ordered from a third party. In other cases of cancellation, the agreed price remains due and payable.
06. **Pre-Installation:** In case sale includes installation of the product(s), the Buyer shall be responsible for the following at Buyer's sole expense and risk: (i) The timely execution and completion of the preparatory works, in conformity with any requirements that Seller shall indicate to the Buyer in due time. The site preparation shall be in compliance with all safety, electrical and building codes relevant to the products and their installation. Sufficiency of such plans and specifications, specifically including, but not limited to the accuracy of the dimensions described therein, shall be the sole responsibility of Buyer. The installation site shall be made available to Seller or Seller's representative without obstacles in due time to enable Seller or Seller's representative to start the installation work at the scheduled date; installation personnel shall not be invited to the installation site until all preparatory work has been, in the sole opinion of Seller, satisfactorily completed. (ii) The assistance to Seller or Seller's representative, with respect to moving the product from the entrance of the Buyer's premises to the installation site. The Buyer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. Seller assumes that no hazardous material exists at the installation site. If any such material exists, the Buyer shall be responsible for the proper removal and disposal of the material at the Buyer's expense. The product(s) shall be installed by Seller, provided that all the conditions set forth herein have been met by Buyer.
07. **Acceptance Test:** Prior to shipment, the product will be subjected to Seller's standard factory-acceptance test (FAT) at Seller's factory. The FAT shall be performed in compliance with the Seller's then standard procedure and specifications as defined by Seller. Seller shall provide Buyer with written verification of the product's performance to the FAT only upon Buyer's request. Upon such FAT, Seller is authorized to proceed with shipment of the product. After finalization of the on-site installation and Functional Test (FT) at Buyer's premises, the installation shall be deemed completed. The final acceptance date shall be the earlier of: a) such time as the product meets the FT, b) such time Buyer uses the product for any purpose, including production, prior to completion of the FT, or c) ninety (90) days from shipment if acceptance or use has been delayed through no fault of Seller. Any unpaid balance of the purchase price shall thereupon become due and payable within ten (10) days after the final acceptance date. Minor defects or deviations not affecting the operational use shall not be grounds for delayed acceptance but shall be remedied under the terms of the applicable warranty.
08. **Warranty:** Seller warrants that products sold hereunder shall be free from defects in material and workmanship for a period of twelve (12) months from the date of installation by Seller. During the warranty period the equipment must be maintained by the Seller or one of the certificated service agents of the Seller as indicated, provided for or made accessible by Assembléon. At Seller's sole discretion, Seller's obligations under any product warranty are limited to the repair or the replacement of the product or a portion thereof, or to pay to Buyer an amount equivalent to a portion of the purchase price paid by the Buyer. Replacement parts are new or equivalent to new in performance. Any payment by Seller to Buyer under this Clause 08 will be made when the defective product or part is returned to Seller. Any product warranty is made on condition that Seller receives written notice of a product defect during the warranty period and within ten (10) days following the discovery of the defect by the Buyer, and, if so requested, the defective products have been returned to an address or location indicated by Seller. Such defective parts shall become Seller's property as soon as they have been replaced. Seller's obligations under any product warranty do not apply to any defects resulting from: (a) improper or inadequate first line maintenance, calibration or repair by the Buyer or non authorized service agents as indicated, provided for or made accessible by Assembléon; (b) Buyer or third party supplied software, interfaces, or supplies; (c) use or operation of the product other than in accordance with Seller's applicable product specifications and written instructions; (d) abuse, negligence, accident, loss; (e) damage in transit; (f) improper site preparation; (g) unauthorized maintenance or modifications to the product; or, (h) any damage to the product – including software – or other stored data caused by an external source regardless of its nature, including but not limited to hacking, (i) viruses or similar software interference resulting from the connection of the product to a network. Seller does not provide a warranty for third party accessories and/or parts purchased from seller. Furthermore this warranty is not applicable for hardware upgrades, spare parts and other excluded items for which specific warranty conditions apply as indicated, provided for or made accessible by Assembléon. Assembléon gives no warranty whatsoever for tooling and consumables. Warranty services shall be provided during normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday.
09. **Limitation on Liability:** The warranties set forth herein are the only warranties made in connection with the product and there are no other warranties, expressed or implied either orally or in writing with respect to any products sold hereunder whether as to merchantability, fitness for a particular purpose or any other matter. In no event shall Seller's liability exceed five percent (5%) of the aggregate purchase price of the products sold hereunder. Buyer may not set off any amount owed by Seller to it under this Agreement against amount payable by it to Seller notwithstanding any other provisions in this Agreement. SELLER SHALL IN NO EVENT BE LIABLE TO THE BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR COVER, OR LOSS OF DATA, PROFIT, REVENUE OR USE, IN CONNECTION WITH OR ARISING OUT OF THESE GENERAL CONDITIONS OF SALE OR ANY RESULTING AGREEMENT, OR THE FUNCTIONING OR THE BUYER'S USE OF, OR INABILITY TO USE PRODUCTS, INCLUDING (EMBEDDED) SOFTWARE, OR FOR ANY LIABILITY OF THE BUYER TO ANY THIRD PARTY WITH RESPECT THERETO. NEITHER SELLER NOR SELLER'S SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF OR INABILITY TO USE DATA STORED IN GOODS, INCLUDING (EMBEDDED) SOFTWARE, AND NEITHER SELLER NOR SELLER'S REPRESENTATIVES SHALL BE RESPONSIBLE FOR RELOADING DATA IN SUCH EVENT.
10. **Seller's Right of First Refusal:** For a period of 5 years from the date of Buyer's purchase of product under this Agreement, in the event that Buyer wishes to sell product, Buyer shall first offer to sell product to Seller. Buyer shall deliver to Seller a written notice of its intention to effect such sale which notice shall describe the purchase price requested and other material terms of the proposed sale. Upon receipt of such notice, Seller shall have the right and option for a period of 30 days to purchase the product at such price and on such other terms as are described in the notice.

11. Lease: In the event the Buyer desires to convert the purchase of any product to a lease, the Buyer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Seller not later than ninety (90) days prior to the date of the availability for delivery of major components of the product. The Buyer is responsible to convert the transaction to a lease, and is required to secure the leasing company's approval of all of the terms and conditions in this quotation without modification. No product will be delivered to the Buyer until Seller has received copies of the fully executed lease documents and has approved the same.
12. Proprietary Information: Except that Seller may disclose the existence and terms of this Agreement and any necessary information and documents relating to this Agreement for the purpose of giving effect to the arrangements referred to in Clause 02(iv), each party will maintain as confidential and will neither disclose to any party outside their respective employ, nor use for any other purposes other than the performance of this Agreement, any information to which the receiving party becomes privy by virtue of this Agreement, including but not limited to, all drawings, prints and manufacturing process information and proprietary business information gained while visiting the other party's facility.
Upon the termination of this Agreement, either party will return any such information contained in writing at the request of the other party. Each party's obligation not to disclose or misuse such information will not apply to any information which is either in the public domain through no fault of the receiving party or is developed independently by the receiving party or by some third party.
13. Software License: All operating software, revisions of operating software, source code, and other software optionally purchased or used by the product and furnished by Seller shall remain the property of Seller or its suppliers, whichever is applicable, and title thereto is not being sold or transferred to Buyer under this Agreement. Seller hereby grants to Buyer a personal, revocable, non exclusive, paid up, site-specific, non transferable license to use all such software contained in the product for the purpose of operating the product for its intended purposes. Buyer may not make copies of the software and may not transfer or export the software or the right to make copies thereof to any third party without Seller's prior written consent.
14. Limited Indemnification: (a) Seller, at its own expense, shall defend any suit brought against Buyer insofar as based upon a claim that the product, as such, directly infringes any third party's patents and shall indemnify Buyer against any final award of damages or costs in such suit. This indemnity is conditional upon Buyer giving Seller prompt notice in writing of any suit for such infringement, full authority at Seller's option to settle or to conduct the defense thereof and full assistance and cooperation in said defense. (b) No cost or expense shall be incurred on behalf of Seller without its written consent. (c) In the event that product is in such suit held to constitute infringement, Seller at its own election and at its own expense may either procure for Buyer the right to continue the use of the product, or modify the product so that it becomes non infringing. (d) Seller shall not be obligated to defend against, and shall not be liable for, (i) infringement of any patent claim covering: (a) combination of the product with any other product, whether or not supplied by Seller; or (b) any method, process or products in or for which, in the manufacture of which, the product may be used; or (ii) patent infringement arising from compliance with Buyer's design, specification, or instruction. Buyer shall indemnify Seller against any final award of damages or costs for such infringement and shall reimburse all costs incurred by Seller, in defending any suit for such infringement and, if so requested, shall give full authority to conduct the defense thereof and full assistance and cooperation in such defense. (e) It is furthermore specifically understood that Assembleon is not liable for any claim or demand, based upon infringement or alleged infringement of any third parties patent, which claim or demand is, directly or indirectly, based upon the number of products manufactured by means of the product, irrespective of whether such claim or demand alleges that the Seller's system as such, or its use, infringes or contributes to the infringement of any such patent. (f) Seller's liability under this clause shall be limited to a period of five (5) years starting on the effective date of this Agreement. Seller's liability under this clause shall be limited to five percent (5%) of the purchase price paid by Buyer to Seller. (g) The foregoing states that the entire liability of Seller in connection with infringement of third party patents by the product, and except as stated in this clause, Seller will not be liable for any loss or damage of whatever kind (including in particular any incidental, indirect, special or consequential damage) suffered by Purchaser or any other person in respect of the infringement of any patent.
15. Force Majeure: Seller shall not be liable for any delays due to its performance hereunder which occur as a result of circumstance beyond Seller's control.
16. Governing Law: This Agreement shall be interpreted and construed in accordance with the laws of the Hong Kong SAR. All disputes arising in connection with the present contract shall be settled by the competent courts of the Hong Kong SAR.
17. (Re-)Export: The validity of our quotation and any resulting contract therefrom shall be subject to the granting of a governmental export license. In the event that such a license or end-use statement is required, each party shall request such license for the export or re-export for which it is responsible according to the applicable laws and regulations, but at least according to the laws and regulations of the EU, the USA and UN Security Council resolutions. Parties shall assist each other in obtaining such licenses. Parties agree that they will not deal with the products and/or documentation in violation of such regulations and/or resolutions. In case the delivery of product will be restricted or forbidden due to (changed) export control laws, rights and obligations of the Buyer will be suspended for the estimated duration of this (changed) export control law, or even the order may be cancelled by Seller without incurring any liability towards Buyer. In case Buyer resells the products provided by Seller or supplies the products to any third party, Buyer shall impose this export control restriction on any prospective buyer or receiver of the products.
18. Miscellaneous: The prices and service charges stated in the quotation do not include the following items, for which Buyer is responsible: (i) Buyer is responsible for all sales, use, excise or other taxes or importation duties or assessments, levies or other governmental charges, and transportation costs associated with transporting and importing the product to Seller's premises. (ii) Buyer must provide the necessary physical enclosure and environmental control equipment, including air conditioning and humidity control, and compressed air equipment, including air compressor, dryer and filtration, to assure proper operation of the product. Seller will provide the specifications for such equipment.