

TERMS AND CONDITIONS

1. **Offer; Acceptance.** These terms and conditions (these "Terms") are deemed part of all quotations, acknowledgments, invoices, purchase orders and other documents, whether electronic or in writing, relating to the sale of goods or services (collectively, the "Goods") by Omron Electronics LLC ("Seller"). Seller hereby objects to any terms or conditions proposed in Buyer's purchase order or other documents which are inconsistent with, or in addition to, these Terms.
2. **Prices.** All prices stated are current, subject to change without notice by Seller. Buyer agrees to pay the price in effect at time of shipment. All prices stated are current, subject to change without notice by Seller.
3. **Returns.** A Return Material Authorization (RMA) number must accompany any returned goods purchased via the Seller's online catalog. Goods returned for reasons other than damage, defects or incorrect shipments will be subject to a 25% restocking fee. RMA's may be obtained by contacting the Seller's customer service department at 1-847-843-7900.
4. Buyer shall be responsible for, and shall bear all costs involved in obtaining all government permissions and authorizations necessary for the importation of the goods sold hereunder and for the prompt remittance of the purchase price to Seller.
5. **Discounts.** Cash discounts, if any, will apply only on the net amount of invoices sent to Buyer after deducting transportation charges, taxes and duties, and will be allowed only if (i) the invoice is paid according to Seller's payment terms and (ii) Buyer has no past due amounts owing to Seller.
6. **Interest.** Seller, at its option, may charge Buyer 1-1/2% interest per month or the maximum legal rate, whichever is less, on any balance not paid within the stated terms.
7. **Currencies.** If the prices quoted herein are in a currency other than U.S. dollars, Buyer shall make remittance to Seller at the then current exchange rate most favorable to Seller and which is available on the due date; provided that if remittance is not made when due, Buyer will convert the amount to U.S. dollars at the then current exchange rate most favorable to Seller available during the period between the due date and the date remittance is actually made.
8. **Governmental Approvals.** Buyer shall be responsible for, and shall bear all costs involved in, obtaining any government approvals required for the importation or sale of the Goods.
9. **Taxes.** All taxes, duties and other governmental charges (other than general real property and income taxes), including any interest or penalties thereon, imposed directly or indirectly on Seller or required to be collected directly or indirectly by Seller for the manufacture, production, sale, delivery, importation, consumption or use of the Goods sold hereunder (including customs duties and sales, excise, use, turnover and license taxes) shall be charged to and remitted by Buyer to Seller.
10. **Financial.** If the financial position of Buyer at any time becomes unsatisfactory to Seller, Seller reserves the right to stop shipments or require satisfactory security or payment in advance. If Buyer fails to make payment or otherwise comply with these Terms or any related agreement, Seller may (without liability and in addition to other remedies) cancel any unshipped portion of Goods sold hereunder and stop any Goods in transit until Buyer pays all amounts, including amounts payable hereunder, whether or not then due, which are owing to it by Buyer. Buyer shall in any event remain liable for all unpaid accounts.
11. **Cancellation; Etc.** Orders are not subject to rescheduling or cancellation unless Buyer indemnifies Seller fully against all costs or expenses arising in connection therewith.
12. **Force Majeure.** Seller shall not be liable for any delay or failure in delivery resulting from causes beyond its control, including earthquakes, fires, floods, strikes or other labor disputes, shortage of labor or materials, accidents to machinery, acts of sabotage, riots, delay in or lack of transportation or the requirements of any government authority.

13. **Shipping; Delivery.** Unless otherwise expressly agreed in writing by Seller:
1. Shipments shall be by a carrier selected by Seller;
 2. Such carrier shall act as the agent of Buyer and delivery to such carrier shall constitute delivery to Buyer;
 3. All sales and shipments of Goods shall be FOB shipping point (unless otherwise stated in writing by Seller), at which point title to and all risk of loss of the Goods shall pass from Seller to Buyer, provided that Seller shall retain a security interest in the Goods until the full purchase price is paid by Buyer;
 4. Seller may over or under ship by up to 3% of the scheduled quantity. Exact quantity orders will be accepted at a 5% unit price premium.
 5. Delivery and shipping dates are estimates only.
 6. Seller will package Goods as it deems proper for protection against normal handling and extra charges apply to special conditions.
14. **Claims.** Any claim by Buyer against Seller for shortage or damage to the Goods occurring before delivery to the carrier must be presented in writing to Seller within 30 days of receipt of shipment and include the original transportation bill signed by the carrier noting that the carrier received the Goods from Seller in the condition claimed.
15. **Warranties.** (a) Exclusive Warranty. Seller's exclusive warranty is that the Goods will be free from defects in materials and workmanship for a period of twelve months from the date of sale by Seller. Seller disclaims all other warranties, express or implied. (b) Limitations. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ABOUT NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE GOODS. BUYER ACKNOWLEDGES THAT IT ALONE HAS DETERMINED THAT THE GOODS WILL SUITABLY MEET THE REQUIREMENTS OF THEIR INTENDED USE. Seller further disclaims all warranties and responsibility of any type for claims or expenses based on infringement by the Goods or otherwise of any intellectual property right. (c) Buyer Remedy. Seller's sole obligation hereunder shall be to replace (in the form originally shipped with Buyer responsible for labor charges for removal or replacement thereof) the non-complying Good or, at Seller's election, to repay or credit Buyer an amount equal to the purchase price of the Good; provided that in no event shall Seller be responsible for warranty, repair, indemnity or any other claims or expenses regarding the Goods unless Seller's analysis confirms that the Goods were properly handled, stored, installed and maintained and not subject to contamination, abuse, misuse or inappropriate modification. Return of any goods by Buyer must be approved in writing by Seller before shipment.
16. **Damage Limits; Etc.** SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR PRODUCTION OR COMMERCIAL LOSS IN ANY WAY CONNECTED WITH THE GOODS, WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY. Further, in no event shall liability of Seller exceed the individual price of the Good on which liability is asserted.
17. **Indemnities.** Buyer shall indemnify and hold harmless Seller, its affiliates and its employees from and against all liabilities, losses, claims, costs and expenses (including attorney's fees and expenses) related to any claim, investigation, litigation or proceeding (whether or not Seller is a party) which arises or is alleged to arise from Buyer's acts or omissions under these Terms or in any way with respect to the Goods. Without limiting the foregoing, Buyer (at its own expense) shall indemnify and hold harmless Seller and defend or settle any action brought against Seller to the extent that it is based on a claim that any Good made to Buyer specifications infringed intellectual property rights of another party.
18. **Property; Confidentiality.** The intellectual property embodied in the Goods is the exclusive property of Seller and its affiliates and Buyer shall not attempt to duplicate it in any way without the written permission of Seller. Notwithstanding any charges to Buyer for engineering or tooling, all engineering and tooling shall remain the exclusive property of Seller. All information and materials supplied by Seller to Buyer relating to the Goods are confidential and proprietary, and Buyer shall limit distribution thereof to its trusted employees and strictly prevent disclosure to any third party.
19. **ERRORS AND OMISSIONS:** The information in this catalog has been carefully checked and is believed to be accurate; however, no responsibility is assumed for clerical, typographical or proofreading errors, or omissions.

20. **Miscellaneous.** (a) Waiver. No failure or delay by Seller in exercising any right and no course of dealing between Buyer and Seller shall operate as a waiver of rights by Seller. (b) Assignment. Buyer may not assign its rights hereunder without Seller's written consent. (c) Law. These Terms are governed by Illinois law (without regard to conflict of law principles). Federal and state courts in Illinois shall have exclusive jurisdiction for any dispute hereunder. (d) Amendment. These Terms constitute the entire agreement between Buyer and Seller relating to the Goods, and no provision may be changed or waived unless in writing signed by the parties. (e) Severability. If any provision hereof is rendered ineffective or invalid, such provision shall not invalidate any other provision. (f) Setoff. All claims hereunder by Seller are subject to setoff by Seller for any counterclaim arising out of any transaction with Buyer. (g) Definitions. As used herein, "including" means "including without limitation."

LIMITATIONS

PERFORMANCE DATA

1. Performance data given in this catalog is provided as a guide for the user in determining suitability and does not constitute a warranty. It may represent the result of OMRON's test conditions, and the users must correlate it to actual application requirements. Actual performance is subject to the OMRON Warranty and Limitations of Liability.

CHANGE IN SPECIFICATIONS

1. Product specifications and accessories may be changed at any time based on improvements and other reasons.
2. It is our practice to change part numbers when published ratings or features are changed, or when significant construction changes are made. However, some specifications of the product may be changed without any notice. When in doubt, special part numbers may be assigned to fix or establish key specifications for your application. Please consult with your OMRON representative at any time to confirm actual specifications of purchased product .

ERRORS AND OMISSIONS

1. The information in this catalog has been carefully checked and is believed to be accurate; however, no responsibility is assumed for clerical, typographical or proofreading errors, or omissions.