

Terms and Conditions of Sale

1. Offer; Acceptance. These terms and conditions (these "Terms") are deemed part of all quotes, agreements, purchase orders, acknowledgments, price lists, catalogs, manuals, brochures and other documents, whether electronic or in writing, relating to the sale of products or services (collectively, the "Products") by Omron Adept Technologies, Inc. and its subsidiary companies ("Omron Adept"). Omron Adept 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; Payment Terms. All prices stated are current, subject to change without notice by Omron Adept. Payments for Products are due net 30 days unless otherwise stated in the invoice.
3. 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 Omron Adept's payment terms and (ii) Buyer has no past due amounts.
4. Interest. Omron Adept, 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.
5. Security Interest / Title to Product.
 - A. FOR U.S. CUSTOMERS. Omron Adept reserves title to Products until all of Omron Adept's claims to remuneration and all other outstanding claims (if any) from the business relationship with Buyer have been settled. Omron Adept hereby further reserves a purchase money security interest in the Products sold and the proceeds thereof, in the amount of the purchase price of the Products. In the event of default by Buyer of any of its obligations to Omron Adept, Omron Adept shall have the right to repossess the Products sold hereunder and without liability to Buyer. In such event, Buyer agrees to make the Products available to Omron Adept so that Omron Adept can repossess them without a breach of the peace. These security interests will be satisfied by payment in full. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage, in order to perfect Omron Adept's security interest. On request of Omron Adept, Buyer will execute financing statements and other instruments Omron Adept shall desire to perfect its security interest.
 - B. FOR NON-US CUSTOMERS. Omron Adept reserves title to Product ("Goods with Title Reserved") until all of Omron Adept's claims to remuneration and all other outstanding claims (if any) from the business relationship with Buyer have been settled.
 - a. The Buyer is obligated to treat the Goods with Title Reserved with due care, and in particular, to adequately insure them at its own expense. Any combination, blending, processing or transformation of the Goods with Title Reserved is performed exclusively on Omron Adept's behalf; Omron Adept acquires a pro rata joint ownership of the finished product or new item proportional to the value of the Goods with Title Reserved to the value to the other, processed items at the end of the processing.
 - b. Buyer hereby assigns to Omron Adept its future claims from passing on the Goods with Title Reserved up to the invoice value (including any value added tax) of the Goods with Title Reserved until all of Omron Adept's claims have been paid in full; Omron Adept hereby accepts the assignment with priority over any other claims Buyer may have. Omron Adept is entitled to disclose this assignment at any time in order to secure Omron Adept's payment claims. Buyer is not permitted to offer Goods with Title Reserved as a pledge or security.
 - c. In the event that a third party seizes or attaches the Goods with Title Reserved, Buyer shall notify the third party of Omron Adept's ownership rights and shall immediately notify Omron Adept in writing. Buyer shall bear all costs for any action claiming title to the attached property and any other actions against such a third party attachment.
 - d. In case of Buyer's breach of contract, in particular default in payment, or in case of insolvency, bankruptcy, or similar proceedings or if suspension of payments may be reasonably expected, Omron Adept can take back the Goods with Title Reserved, or alternatively demand that Buyer's claim against a third party to return the Goods with Title Reserved be assigned to Omron Adept and/or withdraw from the contract. These rights exist even if the claims secured thereby have become time-barred. Taking back the Goods with Title Reserved does not require Omron Adept's withdrawal from any contract. A withdrawal from a contract only occurs if Omron Adept has expressly declared such in writing. Omron Adept is entitled to dispose of the Goods with Title Reserved and set off the proceeds against any of its claims against Buyer.

- e. Insofar as Omron Adept is entitled to demand return of Goods with Title Reserved, Buyer grants Omron Adept the irrevocable and unconditional right of access to Buyer's business premises and operational facilities during normal working hours for the purpose of collecting the Goods with Title Reserved.
6. 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 Products.
 7. 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 Omron Adept or required to be collected directly or indirectly by Omron Adept for the manufacture, production, sale, delivery, importation, consumption or use of the Products sold hereunder (including customs duties and sales, excise, use, turnover and license taxes) shall be charged to and remitted by Buyer to Omron Adept.
 8. Financial. If the financial position of Buyer at any time becomes unsatisfactory to Omron Adept, Omron Adept 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, Omron Adept may (without liability and in addition to other remedies) cancel any unshipped portion of Products sold hereunder and stop any Products 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.
 9. Cancellation; Etc. Orders are not subject to rescheduling or cancellation unless Buyer indemnifies Omron Adept against all related costs or expenses.
 10. Force Majeure. Omron Adept 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.
 11. Delivery. Delivery will be made EX WORKS ("EXW") (Incoterms 2010) Omron Adept's shipping dock ("Dock") (shipping location may vary). In certain cases, Omron Adept may accept FOB incoterms. Delivery occurs when the Products are picked up by the carrier or an agent thereof. Upon delivery, Buyer shall be responsible for and bear the entire risk of loss or damage to the Products, subject, to the extent applicable, to Section 5.B.b. above. Buyer shall pay all transportation, freight and similar charges, as well as the cost of insuring the shipment against loss to the point of delivery. If Omron Adept is required to pay any such charges at the time of shipment or thereafter, Buyer shall immediately reimburse Omron Adept for such charges and costs.
 12. Shipping. Shipping dates are approximate only. In the absence of specific shipping instructions, **Omron Adept** will ship by the method it deems best. Transportation charges will be collected, or if prepaid, will be subsequently invoiced to **Buyer**. Unless otherwise expressly stated, **Buyer** is obligated to obtain insurance against damage to the material being shipped. Unless otherwise specified, Products shall be shipped in standard commercial packaging. Robots, controllers, and accessories are skidded and covered for domestic and export shipments. When special packaging is requested or, in the opinion of Omron Adept, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced to Buyer.
 13. Claims. Any claim by Buyer against Omron Adept for shortage or damage to the Products occurring before delivery to the carrier must be presented in writing to Omron Adept within 30 days of receipt of shipment and include the original transportation bill signed by the carrier noting that the carrier received the Products from Omron Adept in the condition claimed.
 14. Warranties. (a) Exclusive Warranty. Omron Adept's exclusive warranty is that the Products will be free from defects in materials and workmanship for a period of twelve months from the date of sale by Omron Adept (or such other period expressed in writing by Omron Adept). Omron Adept disclaims all other warranties, express or implied. (b) Limitations. OMRON ADEPT MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ABOUT NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCTS. BUYER ACKNOWLEDGES THAT IT ALONE HAS DETERMINED THAT THE PRODUCTS WILL SUITABLY MEET THE REQUIREMENTS OF THEIR INTENDED USE. Omron Adept further disclaims all warranties and responsibility of any type for claims or expenses based on infringement by the Products or otherwise of any intellectual property right. (c) Buyer Remedy. Omron Adept'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 Product or, at Omron Adept's election, to repay or credit Buyer an amount equal to the purchase price of the Product; provided that in no event shall Omron Adept be responsible for warranty, repair, indemnity or any other claims or expenses regarding the Products unless Omron Adept's analysis confirms that the Products were properly

handled, stored, installed and maintained and not subject to contamination, abuse, misuse or inappropriate modification. Return of any Products by Buyer must be approved in writing by Omron Adept before shipment. Omron Adept Companies shall not be liable for the suitability or unsuitability or the results from the use of Products in combination with any electrical or electronic components, circuits, system assemblies or any other materials or substances or environments. Any advice, recommendations or information given orally or in writing, are not to be construed as an amendment or addition to the above warranty. See <http://www.omron247.com> or contact your Omron Adept representative for published information.

15. Limitation on Liability; Etc. OMRON ADEPT COMPANIES SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR PRODUCTION OR COMMERCIAL LOSS IN ANY WAY CONNECTED WITH THE PRODUCTS, WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY. Further, in no event shall liability of Omron Adept Companies exceed the individual price of the Product on which liability is asserted.
16. Indemnities. Buyer shall indemnify and hold harmless Omron Adept Companies and their 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 Omron Adept 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 Products. Without limiting the foregoing, Buyer (at its own expense) shall indemnify and hold harmless Omron Adept and defend or settle any action brought against such Companies to the extent based on a claim that any Product made to Buyer specifications infringed intellectual property rights of another party.
17. Property; Confidentiality. Any intellectual property in the Products is the exclusive property of Omron Adept Companies and Buyer shall not attempt to duplicate it in any way without the written permission of Omron Adept. Notwithstanding any charges to Buyer for engineering or tooling, all engineering and tooling shall remain the exclusive property of Omron Adept. All information and materials supplied by Omron Adept to Buyer relating to the Products are confidential and proprietary, and Buyer shall limit distribution thereof to its trusted employees and strictly prevent disclosure to any third party.
18. Software License. No title to or ownership of any software or any parts thereof is transferred to Buyer by any delivery of software to Buyer hereunder. Omron Adept grants Buyer a nonexclusive license to utilize Omron Adept's software distributed in the form of read-only memory, programmable read-only memory, erasable programmable read-only memory, programmed array logic, or the like. Omron Adept's software is licensed only for use with the Product unit with which such software is incorporated. The license fee is included within the price of each Product unit. Buyer may not modify or copy Omron Adept's software to which a license is granted as set forth in this paragraph. All other software provided by Omron Adept is subject to a separate license agreement and/or registration requirements, including prohibitions on copying and limitations on use.
19. Export Controls. Buyer shall comply with all applicable laws, regulations and licenses regarding (i) export of products or information; (ii) sale of products to "forbidden" or other proscribed persons; and (iii) disclosure to non-citizens of regulated technology or information.
20. U.S. Government Users. In the event any software is provided by Omron Adept to a U.S. Government User, the software and accompanying documentation which are used as part of the Omron Adept Product are "commercial items," as such terms are defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sep 1995) and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (Jun 1995), all U.S. Government entities acquiring the use of the Product and accompanying documentation shall have only those rights set forth herein.
21. Miscellaneous. (a) Waiver. No failure or delay by Omron Adept in exercising any right and no course of dealing between Buyer and Omron Adept shall operate as a waiver of rights by Omron Adept. (b) Assignment. Buyer may not assign its rights hereunder without Omron Adept's written consent. (c) Law. These Terms are governed by the law of the jurisdiction of the home office of the Omron Adept company from which Buyer is purchasing the Products (without regard to conflict of law principles). (d) Amendment. These Terms constitute the entire agreement between Buyer and Omron Adept relating to the Products, 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. Buyer shall have no right to set off any amounts against the amount owing in respect of this invoice. (g) Definitions. As used herein, "including" means "including without limitation"; and "Omron Adept Companies" (or similar words) mean Omron Adept Technologies, Inc. and any direct or indirect subsidiary or affiliate thereof.

Certain Precautions on Specifications and Use

1. Suitability of Use. Omron Adept Companies shall not be responsible for conformity with any standards, codes or regulations which apply to the combination of the Product in the Buyer's application or use of the Product. At Buyer's request, Omron Adept will provide applicable third party certification documents identifying ratings and limitations of use which apply to the Product. This information by itself is not sufficient for a complete determination of the suitability of the Product in combination with the end product, machine, system, or other application or use. Buyer shall be solely responsible for determining appropriateness of the particular Product with respect to Buyer's application, product or system. Buyer shall take application responsibility in all cases but the following is a non-exhaustive list of applications for which particular attention must be given:
 - (i) Outdoor use, uses involving potential chemical contamination or electrical interference, or conditions or uses not described in this document.
 - (ii) Use in consumer products or any use in significant quantities.
 - (iii) Energy control systems, combustion systems, railroad systems, aviation systems, medical equipment, amusement machines, vehicles, safety equipment, and installations subject to separate industry or government regulations.
 - (iv) Systems, machines and equipment that could present a risk to life or property. Please know and observe all prohibitions of use applicable to this Product.

NEVER USE THE PRODUCT FOR AN APPLICATION INVOLVING SERIOUS RISK TO LIFE OR PROPERTY OR IN LARGE QUANTITIES WITHOUT ENSURING THAT THE SYSTEM AS A WHOLE HAS BEEN DESIGNED TO ADDRESS THE RISKS, AND THAT THE OMRON ADEPT'S PRODUCT IS PROPERLY RATED AND INSTALLED FOR THE INTENDED USE WITHIN THE OVERALL EQUIPMENT OR SYSTEM.

2. Programmable Products. Omron Adept Companies shall not be responsible for the user's programming of a programmable Product, or any consequence thereof.
3. Performance Data. Data presented in Omron Adept Company websites, catalogs and other materials is provided as a guide for the user in determining suitability and does not constitute a warranty. It may represent the result of Omron Adept's test conditions, and the user must correlate it to actual application requirements. Actual performance is subject to the Omron Adept's Warranty and Limitations of Liability.
4. Change in Specifications. Product specifications and accessories may be changed at any time based on improvements and other reasons. 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 Adept's representative at any time to confirm actual specifications of purchased Product.
5. Errors and Omissions. Information presented by Omron Adept Companies has been checked and is believed to be accurate; however, no responsibility is assumed for clerical, typographical or proofreading errors or omissions.