

SICK Co., Ltd. (Company Registration No. 1078612645) GENERAL TERMS AND CONDITIONS OF SALE

Purchase of any products sold services rendered by SICK Co., Ltd. (hereinafter called "SICK") shall be subject to the terms and conditions contained herein. The customer agrees to these terms and conditions, unless otherwise negotiated and agreed by SICK and the customer in writing.

1. Price policy

SICK reserves the right to change the prices of its products and services at any time without notice.

2. Terms of payments

2.1 Delivery of the products and rendering of services shall be fulfilled after credit checking and approval for product releasing by credit manager of SICK.

2.2 Payment shall be made before supply of product and rendering of services except when SICK accepts credit extension. If credit extension is granted, customers shall pay within 14 days after the invoiced date.

2.3 Contracted distributors shall be abide by payment terms stipulated under the distribution contract.

3. Rights for the products

Ownership of products passes to customer at the moment customer receives product. SICK may refuse to transfer the property right and security rights of the product until the customer's complete payment.

4. Right to use software

Software supplied by SICK may only be used on a single computer system specified. It shall not be copied or given to any other person or entity without prior written approval of SICK. Permission is granted by SICK to make copies for archive and backup purposes. Any violation may result in termination of customer's right to use the software by SICK. SICK shall grant to the customer a non-exclusive, not sub-licensable right to use the supplied software and documentation. This right of use shall be unlimited in time and transferrable only in combination with the contract product. This right of use shall apply only to the contractual use. The customer is not entitled to modify, reverse engineer, translate the software or separate any parts thereof. Insofar as the software provided to SICK is subject to third-party rights, SICK will not grant to the customer any rights of use exceeding those granted to SICK by the third party.

5. Delivery

5.1 Delivery shall be performed by sales rep's visiting, door-to-door service or freight. If products have arrived in a damaged status or lost in transit, customer shall notify SICK by written documents within 10 days after receipt of products, otherwise the products shall be deemed accepted by the customer.

5.2 When the delivery was performed by sales rep directly, the customer shall notify SICK by written documents within 20 days after receipt of products, otherwise the products shall be deemed accepted by the customer. The risk shall pass to the customer upon delivery of the products or upon handing over to the carrier, whichever occurs first.

6. Delay in performance or delivery

SICK shall not be responsible for delays caused by any direct or indirect events which is beyond SICK's reasonable control. When such event occurs, SICK shall provide the customer with a written notice of the event causing the delay. SICK shall perform delivery in a timely matter when the cause of delay has been removed.

7. Place and order

All orders shall be processed with acknowledgement by SICK.

8. Acceptance of orders

8.1 Acceptance for orders shall be made in written notice.

8.2 In case the terms and conditions of a customer order are different from SICK's suggested terms and conditions, SICK should notify the customer that there is a disagreement regarding a condition. Regarding such terms and conditions, SICK and the customer shall negotiate in good faith.

9. Installation or Assembly

9.1 To the extent that installation, assembly or commissioning has been agreed upon, the customer shall, at their own expense, provide in due time:

a) any supplementary works foreign to the branch of trade such as earthworks, construction works, etc. including the required skilled workers and auxiliary staff, building material and tools;

b) the articles and materials required for assembly, installation and commissioning, such as scaffolding, wedges, lubricants, fuels, etc.;

c) operating power and water at the place of operation, including the necessary connections, heating and light;

d) suitably-sized, dry and lockable rooms for stocking machine parts, equipment, materials, tools, etc. as well as appropriate work and recreation rooms with appropriate sanitary equipment for SICK's employees at the installation site; further, the customer shall take the same steps he would take in order to protect his employees and belongings in order to protect SICK's employees and belongings at the construction site;

e) protective clothing and protective devices necessary due to special circumstances at the installation site.

9.2 Before the start of the work, the customer must provide without request the necessary specifications concerning the location of hidden power, gas, or water pipes, or similar constructions, as well as the required static specifications.

9.3 Before beginning with the installation or assembly, free issue equipment as well as all other items necessary for the performance of the works must be at the site, and any preparatory works must be in such a state that the installation or assembly staff will be able to start their work as agreed after arrival and finish it without interruption. Access to as well as the site itself must be paved, cleared and freely accessible.

9.4 Should the installation, assembly, or commissioning be delayed due to circumstances not attributable to SICK, the customer shall be obliged to bear to a reasonable extent the costs arising from waiting periods or for the necessary travels of installation or assembly staff.

9.5 Upon SICK's request, the customer shall confirm in writing the working hours of the assembly staff as well as the completion of the installation, assembly or commissioning.

9.6 SICK is entitled to demand acceptance of the works after completion. Acceptance will take effect after the customer declares acceptance in writing. The same applies if SICK has set a reasonable deadline for acceptance upon completion of the works and the customer has not refused acceptance by reporting at least one major defect by this deadline. Acceptance is also deemed granted if the work has been put into use, if applicable, after an agreed testing period.

10. Return Policy

10.1. Defect of products

When there is a defect of the product, SICK will upon notice - at its sole discretion - refund, repair or replace the defective product. The customer should return the defected products to SICK in order to receive compensation.

10.2 The way of return

All eligible returns require prior authorization by SICK. All products returning to SICK should not be damaged while in transit, and be packed as original condition with software, manual and accessories.

11. Warranty

11.1 SICK warrants its products and services against defects in materials for a period of one year after the date of purchase except the products hereunder.

11.2 90 days warranty: Cable, Fiber, Accessories

11.3 For products proved to be defective, SICK will repair or replace such product. The customer must notify SICK of discovering the defective product or part. However, defects caused by faulty adjustment, or repair and alterations performed by non-authorized people or companies are not covered by warranty.

12. Tax

Without specially mentioned case, the Prices do not include V.A.T. any taxes arising from the purchase, such as V.A.T, shall be paid by customer.

13. Limitation of responsibility

13.1 The liability of SICK for damages arising out of or in connection with this Agreement and its performance that have been caused by SICK, its officers, employees, sub-suppliers, vicarious agents or other associates and any obligation to indemnify the customer, regardless of the legal cause, is limited to the amount of the order value. In no event shall SICK be liable for indirect or consequential damages (including but not limited to reliance damages, loss of profits, production downtime, loss of production, loss of goodwill as well as indirect, special, consequential and punitive damages).

13.2 Clause 13.1 does not apply to claims under mandatory product liability law, to damage resulting from intent, gross negligence, and to personal injury.

13.3 Insofar as the liability of SICK is excluded or limited, such limitation or exclusion shall also apply to the liability of SICK's officers, employees, agents, representatives, vicarious agents and other associates, and to the liability of affiliated companies, suppliers and licensors.

14. Export

The customer undertakes to comply with all applicable export and foreign trade regulations, in particular but not limited to those of their respective national law and of German law, the law of the European Union, and the law of the United States of America. All business transactions are entered into subject to the proviso that

each business transaction is permitted, in terms of its content and the natural persons and entities directly or indirectly involved in it by all of the aforementioned regulations. The customer shall, upon the request of SICK, provide without delay to SICK all documents deemed by SICK to be useful or necessary for obtaining licenses from authorities or for the export control checks of SICK. This includes but is not limited to information about the end user, the end use and the intended purpose. Where business transactions are subject to licensing, the customer shall refrain from entering into binding delivery commitments. Furthermore, the customer undertakes to comply with the internal export control regulations of SICK. In particular, the customer agrees not to use, offer for sale or sell for use in weapons and/or weapons systems any SICK items (goods, software and technology) or merchandise made available by SICK. If the customer violates any of the obligations in this section and/or if a business transaction is prohibited in whole or in part, SICK may withdraw from the contract or may terminate the contract for good cause without observing any notice period. Where business transactions are subject to licensing, SICK may also delay the delivery until an export license has been obtained. In such cases SICK shall not be liable for delayed performance or non-performance. Claims of SICK arising out of violations of obligations by the customer remain unaffected.

15. Jurisdiction, applicable law, law observance

15.1 Customer acknowledges terms and condition mentioned above and complies with all applicable laws, orders and regulations of any governmental authority with jurisdiction.

15.2 The sole place of jurisdiction for any litigation directly or indirectly arising from this contract shall be SICK's place of business. However, SICK shall also be entitled to bring actions before a court seated at the customers place of business. Arbitration clauses shall be rejected.

15.3. All legal relations in connection with this contract shall be governed by Korean law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.