

N I Systems (India) Private Limited Terms and Conditions of Sale

Customer and N I Systems (India) Private Limited ("NI") agree that the purchase and sales of NI's parent company, National Instruments Corporation, U.S.A ("National Instruments")'s hardware and software products ("the Products") are made under these terms and conditions, and that NI SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS. Customer's order and purchase of the Products shall constitute acceptance of these terms and conditions.

1. **Title** - to the Products shall pass at NI's warehouse. NI retains a security interest and right of possession in the Products until Customer makes full payment.
2. **Taxes** - Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added or like taxes.
3. **Prices and Payment** - All quotations shall expire thirty (30) days from date of issuance, unless otherwise set forth on the quotation or agreed in writing. Customer shall make payment in full prior to delivery by cheque or demand draft, unless NI approves Customer for credit terms. If NI approves Customer's credit application, payment shall be due no later than 30 days from the date of NI's invoice. All sums not paid when due shall accrue interest daily at a monthly rate of 1.5% on the unpaid balance until paid in full.
4. **Orders**- All orders are subject to acceptance by NI. NI's booking of an order shall constitute its acceptance of an order.
5. **Delivery**-NI shall deliver the Products to the customer at NI's warehouse. On request, NI may arrange delivery of the product to the customer's place through recognized carrier at customer's risk and at a cost mentioned in the quotation. Orders are entered as close as possible to the Customer's requested shipment date, if any. Shipment dates are scheduled after acceptance of orders and receipt of necessary documents. Claims for shipment shortage shall be deemed waived unless presented to NI in writing within thirty (30) days of shipment.
6. **Limited Warranty** - Hardware Products are warranted against defects in materials and workmanship for a limited period of time from the date NI delivers the Products to Customer ("Delivery Date") as follows: non-IEEE 488 hardware Products (one (1) year); IEEE 488 hardware Products (two (2) years); M-Series Data Acquisition Devices (three (3) years); and cables (ninety (90) days). All software Products are licensed to Customer under the terms of the appropriate National Instruments' license. For a period of ninety (90) days from the Delivery Date, National Instruments' software Products (when properly installed on National Instruments' hardware Products) (a) will perform substantially in accordance with the accompanying written materials, and (b) the medium on which the software product is recorded will be free from defects in materials and workmanship under normal use and service. Any replacement of a licensed software product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Customer must obtain a Return Material Authorization number from NI before returning any Products under warranty to NI. Customer shall pay expenses for shipment of repaired or replacement Products to and from NI. After examining and testing a returned

- product, if NI concludes that a returned product is not defective, Customer will be notified, the product returned at Customer's expense, and a charge made for examination and testing. This Limited Warranty is void if failure of the Products has resulted from accident, abuse, misapplication, improper calibration by Customer; Customer supplied third party software not intended for use with the applicable National Instruments' software, utilization of an improper hardware or software key or unauthorized maintenance or repair.
7. **Customer Remedies** - NI's sole obligation (and Customer's sole remedy) with respect to the foregoing Limited Warranty shall be to, at its option, return the purchase price paid or repair/replace any defective Products, provided that NI receives written notice of such defects during the applicable warranty period.
 8. **NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. NI DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. NI EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN.**
 9. **No Liability for Consequential Damages**-The entire liability of NI and National Instruments (including its and their directors, officers, employees, and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall NI and National Instruments (including its and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to, any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the Products, even if NI or National Instruments has been advised of the possibility of such damages. Customer acknowledges that the applicable purchase price or license fee for the Products reflects this allocation of risk.
 10. **Warning** - (1) National Instruments' PRODUCTS ARE NOT DESIGNED WITH COMPONENTS AND TESTING FOR A LEVEL OF RELIABILITY SUITABLE FOR USE IN OR IN CONNECTION WITH SURGICAL IMPLANTS OR AS CRITICAL COMPONENTS IN ANY LIFE SUPPORT SYSTEMS WHOSE FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO CAUSE SIGNIFICANT INJURY TO A HUMAN. (2) IN ANY APPLICATION, INCLUDING THE ABOVE, RELIABILITY OF OPERATION OF THE SOFTWARE PRODUCTS CAN BE IMPAIRED BY ADVERSE FACTORS, INCLUDING BUT NOT LIMITED TO FLUCTUATIONS IN

ELECTRICAL POWER SUPPLY, COMPUTER HARDWARE MALFUNCTIONS, COMPUTER OPERATING SYSTEM SOFTWARE FITNESS, FITNESS OF COMPILERS AND DEVELOPMENT SOFTWARE USED TO DEVELOP AN APPLICATION, INSTALLATION ERRORS, SOFTWARE AND HARDWARE COMPATIBILITY PROBLEMS, MALFUNCTIONS OR FAILURES OF ELECTRONIC MONITORING OR CONTROL DEVICES, TRANSIENT FAILURES OF ELECTRONIC SYSTEMS (HARDWARE AND/OR SOFTWARE), UNANTICIPATED USES OR MISUSES, OR ERRORS ON THE PART OF THE USER OR APPLICATIONS DESIGNER (ADVERSE FACTORS SUCH AS THESE ARE HEREAFTER COLLECTIVELY TERMED "SYSTEM FAILURES"). ANY APPLICATION WHERE A SYSTEM FAILURE WOULD CREATE A RISK OF HARM TO PROPERTY OR PERSONS (INCLUDING THE RISK OF BODILY INJURY AND DEATH) SHOULD NOT BE RELIANT SOLELY UPON ONE FORM OF ELECTRONIC SYSTEM DUE TO THE RISK OF SYSTEM FAILURE. TO AVOID DAMAGE, INJURY, OR DEATH, THE USER OR APPLICATION DESIGNER MUST TAKE REASONABLY PRUDENT STEPS TO PROTECT AGAINST SYSTEM FAILURES, INCLUDING BUT NOT LIMITED TO BACK-UP OR SHUT DOWN MECHANISMS. BECAUSE EACH END-USER SYSTEM IS CUSTOMIZED AND DIFFERS FROM National Instruments' TESTING PLATFORMS AND BECAUSE A USER OR APPLICATION DESIGNER MAY USE the PRODUCTS IN COMBINATION WITH OTHER PRODUCTS IN A MANNER NOT EVALUATED OR CONTEMPLATED BY National Instruments , THE USER OR APPLICATION DESIGNER IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF the PRODUCTS WHENEVER National Instruments' PRODUCTS ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING, WITHOUT LIMITATION, THE APPROPRIATE DESIGN, PROCESS AND SAFETY LEVEL OF SUCH SYSTEM OR APPLICATION.

11. **Force Majeure** - NI shall be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural ca-tastrophes, acts of Customer, interruptions of transportation or strike . NI's estimated delivery schedule shall be extended by a period of time equal to the time lost because of any excusable delay. In the event NI is unable to perform in whole or in part because of any excusable failure to perform, NI may cancel orders without liability to Customer.
12. **Limited Indemnity Against Infringement**- NI on its own or along with its parent company or through its parent company shall, at its/their own expense, defend any litigation resulting from sales of the Products to the extent that such litigation alleges that the Products or any part thereof infringes any patent, copyright, or trademark registered in India , provided that such claim does not arise from the use of the Products in combination with equipment or devices not made by National Instruments or from modification of the Products, and further provided that Customer notifies NI immediately upon its obtaining notice of such impending claim and cooperates fully with NI in preparing a defense. If Customer

provides to NI the authority, assistance, and information NI needs to defend or settle such claim, NI shall pay any final award of damages in such suit and any expense Customer incurs at NI's written request, but NI shall not be liable for a settlement made without its prior written consent. If the Products are held to be infringing and the use thereof is enjoined, NI shall, at its option, either (i) procure for the Customer the right to use the Products, (ii) replace the Products with others which do not constitute infringement, or (iii) remove the infringing Products and refund the payment(s) made thereof by Customer. The foregoing states the Customer's sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Products provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. **Compliance with US Export Regulations** - Customer understands that National Instruments products and software are U.S. products that are subject to the US Commerce Department's Export Administration Regulations. Customer shall comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce. Specifically, Customer shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, source code (as the same may be made available by National Instruments in its discretion), or technology (including products derived from or based on such technology) received from National Instruments to any person, entity, or destination prohibited by the laws or regulations of the United States without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Prohibited destinations include Iran, North Korea, Cuba, Syria and Sudan. In addition, Customer shall not sell, lease or otherwise transfer National Instruments products, whether or not integrated, to an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (1) the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production or use of missiles or support of missile projects; and (3) the design, development, production or use of chemical or biological weapons.
14. **Acknowledgment /Governing Law** - Customer acknowledges reading These Terms and Conditions, understands them and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or Modification of any other term hereof. Disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of India and shall be settled under the provisions of the Indian Arbitration and Conciliation Act, 1996. Place of arbitration shall be Bangalore and English shall be the language for arbitration proceedings. Bangalore courts shall have exclusive jurisdiction over this agreement and arbitration thereon .