

National Instruments Terms and Conditions of Sale

Customer and National Instruments Korea Limited ("NIK") agree that the purchase and sales of NIK hardware and software products ("the Products") are made under these terms and conditions, and that NIK SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS, unless NIK has accepted such terms in writing. Customer's order and purchase of the Products shall constitute acceptance of these terms and conditions.

1. **RISK OF LOSS; RESERVATION OF TITLE.** Risk of loss shall pass to the Customer upon delivery to a carrier for shipment to the Customer. Notwithstanding the foregoing, NIK retains title in the Products until Customer makes full payment at which time title to the Products shall pass to Customer.
2. **TAXES.** Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added, withholding, or like taxes, unless Customer has provided NIK with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities.
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 or upon delivery by bank letters of credit acceptable to NIK, bank cashier's check, wire transfer, credit card, or money order, unless NIK approves Customer for credit terms. All sums not paid when due shall accrue interest daily at the lesser of a monthly rate of 1.5% or the highest rate permissible by law on the unpaid balance until paid in full. Payments for orders accepted in the Republic of Korea shall be made in Korean Won (KRW). In the event of any order for several units, each unit(s) will be invoiced when shipped.
4. **ORDERS.** All orders are subject to acceptance by NIK. NIK's booking of an order shall constitute its acceptance of an order.
5. **DELIVERY.** Customer shall pay all freight charges, applicable import duties, and other necessary fees and shall bear the risks of carrying out customs formalities and clearance, except in the cases where NIK has otherwise agreed in writing. 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 NIK in writing within forty-five (45) days of shipment.
6. **LIMITED WARRANTY.** NIK hardware Products are warranted against defects in materials and workmanship for a limited period of time from the date NIK ships the Products to Customer ("Delivery Date") as follows: non-IEEE 488 hardware Products (one (1) year); IEEE 488 hardware Products (two (2) 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, NIK software Products (when properly installed on NIK 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 NIK before returning any Products under warranty to NIK. Customer shall pay expenses for shipment of repaired or replacement Products to and from NIK. After examining and testing a returned product, if NIK 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 NIK software, utilization of an improper hardware or software key or unauthorized maintenance or repair.

7. CUSTOMER REMEDIES. NIK's sole obligation (and Customer's sole remedy) with respect to the foregoing Limited Warranty shall be to, at its option, return the fees paid or repair/replace any defective Products, provided that NIK receives written notice of such defects during the applicable warranty period. Customer may not bring an action to enforce its remedies under the foregoing Limited Warranty more than one (1) year after the accrual of such cause of action.
8. RETURN/CANCELLATION/CHANGE POLICY. Customer may return unwanted Products within thirty (30) days of the Delivery Date. Customer shall pay a thirty percent (30%) restocking charge on any unwanted Products returned to NIK. No returns will be accepted after the thirty (30) day period has expired. Where special equipment or services are involved, Customer shall be responsible for all related work in progress; however, NIK shall take responsible steps to mitigate damages immediately upon receipt of a written cancellation notice from Customer. A Return Material Authorization number must be obtained from NIK for return of any Products. NIK may terminate any order if any representations made by Customer to NIK are false or misleading. Changes to orders shall not be binding upon nor be put into effect by NIK unless confirmed in writing by NIK's appropriate representative.
9. 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. NIK 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.
10. LIMITATION OF LIABILITY. The entire liability of NIK and its licensors, distributors, and suppliers (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 NIK and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to, any special, direct, indirect, incidental, 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. Customer acknowledges that the applicable purchase price or license fee for the Products reflects this allocation of risk.
11. WARNING: NI 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. 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. THE USER OR APPLICATION DESIGNER IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF NI PRODUCTS WHENEVER NI PRODUCTS ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING, WITHOUT LIMITATION, THE APPROPRIATE DESIGN, PROCESS AND SAFETY LEVEL OF SUCH SYSTEM OR APPLICATION.

12. FORCE MAJEURE. NIK 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, interruptions of transportation or inability to obtain necessary labor or materials. NIK's estimated shipping schedule shall be extended by a period of time equal to the time lost because of any excusable delay. In the event NIK is unable to perform in whole or in part because of any excusable failure to perform, NIK may cancel orders without liability to NIK and Customer.
13. LIMITED INDEMNITY AGAINST INFRINGEMENT. If the Products are held to be infringing any patent, trademark or copyright of United States and /or Korea and the use thereof is enjoined, NIK 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 therefor by Customer. The foregoing states the Customer's sole remedy for, and NIK'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.
14. ACKNOWLEDGMENT/GOVERNING LAW/JURISDICTION. 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. With respect to all orders accepted by NIK in the Republic of Korea, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the Republic of Korea without regard to principles of conflicts of laws under the non-exclusive jurisdiction of the Seoul District Court.
15. LANGUAGE. These terms and conditions are in English, and shall govern and prevail over any translations hereof.
16. EXPORT LAWS. The Products are subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) and other applicable U.S. export control laws and regulations. Customer agrees that it will not export, re-export or transfer the Products via any means to any prohibited destination, entity or individual without the required export license(s) or authorization(s) from the U.S. Government. NI reserves the right not to ship the Products ordered if, at any time, NI believes that such shipment may violate U.S. export control laws.