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## INNO Instrument's Standard Sales Terms and Conditions

These Standard Sales Terms and Conditions apply to Customer's purchases (whether from INNO INSTRUMENT or from INNO INSTRUMENT channel partners, distributors, resellers or other third party sales agents) of INNO INSTRUMENT's products.

1. All customer purchase orders ("PO") are subject to acceptance by INNO Instrument.
2. Customer's PO must be placed to INNO INSTRUMENT in writing (e-mail, fax or letter). INNO INSTRUMENT shall send an acknowledgement within five (5) business days from the date the PO is received by INNO INSTRUMENT.
3. The deliveries of Products will be under FOB, INNO INSTRUMENT's shipping point (Incoterms 2010). VAT, sales, use, excise or similar taxes are not included.
4. INNO INSTRUMENT will make every reasonable effort to meet Customer's delivery requirements. Scheduled delivery and shipping dates are estimated and not guaranteed. INNO INSTRUMENT shall not be liable for late delivery or non-delivery due to any reason.
5. Software is provided under license and is subject to the Software warranty, if any, and other terms set out in a separate license agreement, a copy of which is located at [www.innoinstrument.com](http://www.innoinstrument.com) or may be obtained on request.
6. These General Sales Terms and Conditions and where applicable, (i) all prior agreements, oral or written; (ii) any conflicting terms in Customer's purchase order or INNO INSTRUMENT's invoice; and (iii) all other communications relating thereto. All Sections that by their sense and context are intended to survive the execution, delivery, performance and termination of this Agreement, will survive and continue in effect.
7. Force Majeure. Neither party will have any liability for delay or non-delivery in the performance of its obligations under this Agreement when attributed to Acts of God, superior force, and compliance in good faith with any applicable legislation or governmental regulation, or any other cause beyond reasonable control of such party.
8. These Sales Terms & Conditions shall be interpreted and governed in accordance with the laws of the Seoul, Republic of Korea, and the laws of Republic of Korea applicable therein, without regard to its rules of conflict of laws, except for the reference to the Incoterm FOB, which incorporates to this document all the present rules of the International Chamber of Commerce pertaining to the 2010 Incoterms.