

INNODIGITAL

GENERAL TERMS AND CONDITIONS

OF SUPPLY AGREEMENT

INNODIGITAL 's products are on sale under the **INNODIGITAL GENERAL TERMS AND CONDITIONS OF SUPPLY AGREEMENT (hereinafter "GTC")** stipulated below hereunder;

Article 1. Definitions

In this GTC except where the context otherwise requires, the following terms and expressions shall be understood to have the precise meaning as follows:

Product means any products supplied by Innodigital.

Warranty Claim Place means the place where Customer send the defective products to get the warranty services from Innodigital, and will be informed to Customer by Innodigital within thirty(30) days from the shipment date.

Article 2. Order Forecasting, Orders

2.1. Customer shall provide Innodigital, on a monthly basis, a rolling forecast indicating Customer's monthly Product requirements.

2.2. In placing orders with Innodigital, Customer shall clearly describe the quantity of Product required, and shall include precise instructions for packaging, pricing, delivery schedule and shipping. The orders shall not be binding unless and until Innodigital accepts them.

Innodigital agrees to supply Customer, in accordance with Customer's needs and requests, with the Product under the terms and conditions hereof.

- 2.3. All Products delivered pursuant to the terms of this GTC shall be suitably packed for shipment in accordance with the Specifications and marked for shipment to Customer's destination specified in the applicable purchase order. All extra freight, insurance and other shipping expenses, as well as any special packing expenses not included in the original quotation for the Products, will be paid by Customer unless the Parties agree otherwise.
- 2.4. Customer may not cancel or adjust all or any portion of Product quantity of an accepted purchase order without GTC and Innodigital's prior written approval, which, in its sole discretion, may or may not be granted.
- 2.5. Customer hereby authorizes Innodigital to purchase materials and equipment for the manufacture of Products in the quantity set forth in Customer's purchase order and preapproved materials in excess of such requirements and to begin manufacture of Products. Innodigital agrees to make such purchases and to begin manufacturing Products.
- 2.6. If the Customer requests Innodigital to change the agreed specification in whole or in part at its needs, Innodigital will have extra time for planning and developing such requested specification. And Innodigital will be entitled to charge the Customer for such development in advance.

Article 3. Payment

- 3.1. Customer shall pay for Products in agreed price.
- 3.2. In case of non-payment or delayed payment, the ownership of the supplied products remains in Innodigital's own properties until the full payment.
- 3.3. Any Customer who does not pay for Products fully, has no rights stipulated hereof and Innodigital will be free from any contractual and/or legal obligation until the payment obligation is completely fulfilled by Customer.
- 3.4. Customer agrees to pay delay-interest (penalty) on all late payments. Any interest charged or paid in excess of the maximum rate permitted by applicable law shall be deemed the result of a mistake and interest paid in excess of the maximum rate shall be promptly

credited or refunded (at Customer's option). Furthermore, if Customer is still late with payments within thirty(30) days after the first notice of late payment from Innodigital, or Innodigital has reasonable cause to believe Customer may not be able to pay, Innodigital may (a) stop performing all obligations under this GTC until assurances of payment satisfactory to Innodigital are received or payment is received; (b) demand full prepayment for purchase orders; (c) delay shipments; and (d) to the extent that Innodigital's personnel cannot be reassigned to other billable work during such stoppage and/or in the event restart cost are incurred, invoice Customer for additional fees before Innodigital resume performance of obligations. Customer agrees to provide all necessary financial information required by Innodigital from time to time in order to make a proper assessment of the creditworthiness of Customer.

Article 4. Warranty

4.1. Warranty period for the Product is 12 months from the date of delivery.

4.2. Innodigital warrants Customer the Product shall be free from defects in material and workmanship and shall fully comply with the technical specifications. This warranty does not extend to any of the following the Product which has been: (1) subject to misuse, neglect, accident or abuse, (2) improperly repaired, or altered or modified in any way, and (3) used in violation of instructions furnished by Innodigital to Customer with manual or soft copy(e-mail). The Warranty Policy of Innodigital is as follows:

< The Warranty Policy of Innodigital >

Provided that Customer fulfills its obligation of payment for the supplied Product, Innodigital warrants all Products against defects in material or workmanship within the Warranty Period. Defects mean any defects in material, workmanship or not in conformity to specifications.

The warranty does not cover cosmetic damage, and damage due to weather, accidents, misuse, abuse, or negligence to this product. Notwithstanding anything else in this GTC, this warranty does not apply to, and Innodigital makes no representations or warranties whatsoever with respect to: (i) Customer Controlled Material; (ii) defects resulting from the

Specifications or the design of the Products which Customer requested ; (iii) Product that has been abused, damaged, altered or misused by any person or entity after title passes to Customer; (iv) first articles, prototypes, pre-production units, test units or other similar Products; (v) defects resulting from tooling, designs or instructions produced or supplied by Customer, or (vi) the compliance of Materials or Products with any Environmental Regulations. Customer shall be liable for costs or expenses incurred by Innodigital related to the foregoing exclusions to Innodigital's warranty.

1) Software update /upgrade

In the event that Innodigital' s software must be changed due to software bugs, Innodigital will create a new version of the software in reasonable time and hand it out without any cost for Customer. If Innodigital' s software needs to be upgraded due to adding new functionalities by Customer' s request initially (referred as **upgrade**), Innodigital will create a new version of the software in agreed time and price.

2) Requirements for claiming warranty

To obtain the warranty proof of purchase which is evidence that the unit is within the warranty period, Customer shall present the related documents or serial numbers of the defective products and supply Innodigital with serial numbers of them with detailed symptom.

Customer shall send the defective products to the Warranty Claim Place, so that Innodigital can collect and take them to its own repair house. After repairs, Innodigital shall send the repaired products to the Warranty Claim Place, so that Customer can take them to its own end-users.

3) Out of warranty service

Customer is responsible for any defects for products after twelve (12) months warranty period. Customer will repair or replace the defective products at his own cost.

4) Warranty Exclusions

Warranty is not applicable in case other than defects in materials or workmanship and, in

particular, does not cover;

- Defects caused by unauthorized repair, maintenance, modification or improper use (including, but not limited to, Broken cosmetic parts, front panel, top cover, base and PCB boards), use of non-Innodigital parts and supplies not supplied by Innodigital.
- Defects caused by lightning, water, fire, acts of war, public disturbance, high power surge/voltage or any other cause beyond the control of Innodigital.
- Products where the label bearing the serial number has been removed, defected or illegible.
- Products where the warning label on main boards or top cover is broken.
- Defects caused by unauthorized Hardware change and using illegal software use.
- Simple new software upgrade requested by the subscriber.
- Defects caused by natural disaster such as lightning, extra-high humidity and so on, which could not be prevented by Innodigital.

4.3. The Products delivered by Innodigital will be inspected and tested as required by Customer within seven (7) working days of receipt at the “ship to” location on the applicable purchase order. Products not informed to Innodigital by Customer during the aforesaid period will be deemed accepted. Customer may return defective Products, freight collect, after obtaining a return material authorization number from Innodigital to be displayed on the shipping container and completing a failure report. Such Products will be promptly repaired or replaced, at Innodigital’s option, and returned Innodigital freight pre-paid. Customer shall bear all of the risk, and all costs and expenses, associated with Products that have been returned to Innodigital for which there is no defect found.