

#### Article 1: Purpose

These Standard Terms and Conditions shall apply to all sales transactions to be executed by HISAKA WORKS as seller (hereinafter, the "HISAKA") and Customer as purchaser (hereinafter, the "Customer"), provided however, as long as not specified otherwise in these Standard Terms and Conditions, that in the event of any inconsistency between the provisions of such Individual Agreement and those of these Standard Terms and Conditions, the provision of the Individual Agreement shall prevail.

#### Article 2: Products

The Products covered under these Standard Terms and Conditions (the "Products") shall be as set forth in the document shown by HISAKA, provided however, that either HISAKA or Customer may, subject to mutual consultation and the written consent of the other party, amend the content.

#### Article 3 Conditions of Transaction

The descriptions, quantities and prices of the Products (hereinafter, the "Sales Prices") as well as the method of payment and delivery of the Products shall be as set forth in the document shown by HISAKA, provided however, that either HISAKA or Customer may, subject to mutual consultation and the written consent of the other party, amend the content.

#### Article 4 Cancellation of order

- 4.1 HISAKA and Customer agree that in the event that Customer gives written notice to HISAKA prior to agreed date before the delivery of the Products, the transaction can be canceled. HISAKA and Customer shall agree in advance to the amount of cancellation fees payable by Customer to HISAKA in respect of such cancellation.
- 4.2 HISAKA shall set off a part or all of the advance payment (if any) against the cancellation fees set forth in 4.1 above.
- 4.3 If the amount of the advance payment set forth in 4.2 above should not cover all the amount of cancellation fees set forth in 4.1 above, Customer shall immediately pay the deficit to HISAKA.

#### Article 5: Delivery, Transfer of Ownership and Assumption of Risks

- 5.1 The delivery terms of the Products shall be FCA (Free Carrier). The Products shall be deemed to have been delivered to Customer, upon their transfer from HISAKA to the carrier.
- 5.2 Any and all loss, damage of the Products prior to their delivery shall be borne by HISAKA unless attributable to Customer, and any and all such damages sustained after delivery of the Products shall be borne by Customer unless attributable to HISAKA.
- 5.3 The legal title of the Products shall transfer from HISAKA to Customer upon Customer's complete payment of the Sales Prices and all other related payments.
- 5.4 The Products shall be loaded, packed and delivered to Customer pursuant to internal practices of HISAKA. Any other terms and conditions concerning delivery, unloading, metage or trial use of the Products shall be agreed individually when required.

#### Article 6: Inspection

Upon receipt of the Products, Customer shall immediately inspect the quantities of the Products and to a reasonable extent, whether the specifications of the Products are in accordance with the specifications, and shall notify HISAKA of any deficiency in the quantities of the Products and/or any items not satisfying the specifications (if any) in writing, along with any necessary documents within five (5) business days of receipt.

#### Article 7: Warranty

- 7.1 HISAKA warrants to Customer that the Products comply and conform to the specifications. HISAKA's warranty shall continue for one (1) year after the date of delivery of each Product. HISAKA shall not provide any further warranty for the Products (including warranties in relation to the Sales Prices of the Products and the suitability of the Products for any particular purposes) and shall not allow any third party to provide any such warranty for the Products on behalf of HISAKA.
- 7.2 The Products covered by the warranties in the preceding paragraph shall be limited to such products, which are treated, stored, set up, tested, inspected, repaired and used pursuant to the methods designated by HISAKA. Such warranties shall not be applicable to Products, whose initial marks or serial numbers are removed or modified, which have been modified without the written approval of HISAKA,

abused or improperly used, for which notices have failed to be made or which have been involved in accidents, which have been repaired by parties other than HISAKA or such service providers as approved by HISAKA, which no longer satisfy warranty conditions due to any acts or omissions by parties other than HISAKA and the Products, or which are damaged as a result of wear and tear sustained through their regular use within reasonably expected limits.

- 7.3 The responsibilities of HISAKA in these Article shall be limited to repair, replacement or full or partial refund of the Sales Prices of the Products, parts or their components, which do not comply and conform with the Specifications, provided that written notice concerning such non-compliance/non-conformity is received from Customer by HISAKA within the warranty period set forth under Paragraph 1 of this Article and that HISAKA acknowledges such noncompliance/non-conformity. HISAKA shall not be liable to pay compensation for any and all damage incurred by Customer as a result of such noncompliance/non-conformity. Ownership of any defective parts shall return to HISAKA and shall be disposed of at its discretion.
- 7.4 In the event that HISAKA repairs or replaces any of the Products pursuant to the preceding paragraph, this Article shall continue to apply to the Products after such repair or replacement; provided, however, their warranty period shall be the remaining period of the initial warranty period of the repaired or replaced Products.

#### Article 8: Compensation for Damage

- 8.1 HISAKA and Customer shall be liable to pay compensation for any damage incurred by the other party due to any violation of conditions. Provided however,
  - (1) HISAKA shall, subject to 5 above, not be liable for any damages incurred during delivery of the Products to Customer, unless Customer proves that such damage is attributable to the willful misconduct or gross negligence of HISAKA; and
  - (2) Notwithstanding anything contained in these Standard Terms and Conditions or in the Individual Agreement to the contrary, HISAKA shall not be liable to pay compensation for any financial losses of any kind such as, but not limited to, loss of earnings, loss of goodwill, loss of profit, loss of revenue, loss of use, loss of production or costs of financing, connected with or arising out of HISAKA's performance of its obligations under these Standard Terms and Conditions or the Individual Agreement or its failure to perform such obligations, whether or not foreseen or foreseeable at the date of such terms or agreement.
- 8.2 Notwithstanding anything contained in these Standard Terms and Conditions or in the Individual Agreement to the contrary, the aggregate amount of compensation for damages concerning the Products to be borne by HISAKA against Customer shall be limited to the Sales Prices of such Products, which were received by HISAKA from Customer regardless of any default of these Standard Terms and Conditions, torts, liabilities for nonconformity, warranty or any other applicable laws in relation to either party.
- 8.3 In the event that the Products are not delivered by the stipulated delivery date, HISAKA shall be liable to pay compensation for liquidated damages from the date on which delivery should have taken place. Liquidated damages shall be payable at a rate of 0.5% of the Sales Prices of the Products corresponding to the delayed delivery for each complete one (1) week of delay; provided, however, that the aggregate amount of compensation for liquidated damages shall in no case exceed five (5) % of the Sales Prices of such Products. The liquidated damages under this 8.3 shall be included (in addition to any other compensation) within the aggregate amount of compensation under 8.2 above.

#### Article 9: Intellectual Property Rights

- 9.1 Customer shall not remove, hide, transfer or modify any prescribed trademarks, trade names or labels attached to the Products.
- 9.2 Customer understands that all intellectual property rights or related derivative rights belong solely to HISAKA and suppliers or manufactures of the Products. Customer shall not acquire or contemplate the acquisition of any rights, titles or interests in relation to such intellectual property rights in any country, directly or indirectly, on its own or through a third party. Unless otherwise specifically stipulated, no provision in these Standard Terms and Conditions explicitly or implicitly grants Customer any rights or licenses concerning intellectual property rights.
- 9.3 HISAKA shall not warrant to Customer that the Products

(including their manufacturing process) do not infringe any patent rights, utility model rights, trademark rights, copyrights, know-how, trade secrets or any other intellectual property rights or any other rights of third parties.

#### Article 10: Force Majeure

HISAKA shall not be liable to Customer for any and all responsibility in relation to a nondelivery, delays in delivery, damage or quality loss of the Products or any other defaults or delays in performance of the obligations under these Standard Terms and Conditions, which directly or indirectly arise as a result of an act of nature, flood, tidal wave, lightning, typhoon, storm, earthquake, epidemics or other infections, wars, danger of wars, war situations, terrorism, uprising, revolution, fire, explosion, marine accidents, lockdown, outbreak, strike, factory lockout and other labor dispute, riot, boycott of the Products, bankruptcy of suppliers or manufactures of the Products, deficiency in or control of energy supply or raw materials, unavailability of means of transportation or equipment for loading or unloading, backup of harbor, any other regulations under any applicable laws or ordinances or administrative directions by government agencies, quarantine, embargo, recruitment, condemnation, prohibition of export, rejection of issuance of exports certificates, other statutory or governmental regulations, or any circumstance similar to or not similar to such circumstance beyond the reasonable control of HISAKA, and from such circumstance having an impact on HISAKA, its agents, agents of transporters, transporters, suppliers or manufacturers of the Products, or suppliers of raw materials to manufacturers of the Products ("Force Majeure"). In addition, if HISAKA determines sales/purchase price and/or delivery time that was already agreed and confirmed between HISAKA and Customer need to be corrected by reason of significant difference from those at the time of the contract, it is possible for HISAKA to negotiate with Customer and revise the price and/or delivery time even after the contract.

#### Article 11: COVID-19

HISAKA and Customer shall acknowledge that the potential development, scope and impact caused by or related to the novel corona virus (COVID-19) is unpredictable and may affect the performance of obligations hereunder. In consequence of this, HISAKA and Customer agree that, should HISAKA's performance of works, obligations, delivery or supply hereunder be impeded, hindered or made unreasonably onerous due or related to COVID19 (and regardless of whether or not this would constitute Force Majeure or be considered as foreseeable), HISAKA shall be released, without assuming any liability, from its obligations to perform any such works or obligations until the time when such performance is again reasonably possible and HISAKA is able to reassume performance. Without limiting the generality of the foregoing, such situation may, by example and without limitation, occur if HISAKA's workforce is affected by COVID-19, e.g. by way of: changes in law or regulations; authority recommendations; quarantines, travel restrictions or similar circumstances; or if HISAKA is reasonably unable to source or deliver required materials; or in the event of material cost increases due or related to COVID-19.

#### Article 12: Confidentiality

- 12.1 Both HISAKA and Customer shall during the effective transaction and the period immediately following it, not divulge or disclose to third parties the contents of this transaction and/or any technical or business information of the other party acquired in relation to this transaction, nor use such information for other purposes.
- 12.2 Upon completion of the transaction HISAKA and Customer shall immediately cease to use the all such information and shall return any materials concerning such information to the other party.

#### Article 13: Prohibition of Transfer

HISAKA and Customer shall not transfer to any third parties or otherwise dispose of all or a part of any of the rights or obligations, without the prior written consent of the other party.

#### Article 14: Cancellation of Transaction

- 14.1 If any of the events described in the following items occur to HISAKA or Customer, the other party may immediately cancel the transaction.
- (1) Either HISAKA or Customer violates these Standard Terms and Conditions and despite being provided a reasonable period to remedy such violation, no such remedy is made within such period.
  - (2) Any bill or check, which HISAKA or Customer draws on or underwrites, is dishonored;
  - (3) Either HISAKA, Customer or a third party on behalf of

either party, files a petition for bankruptcy, civil rehabilitation or corporate reorganization or other similar procedures.

- (4) Either HISAKA or Customer is subject to attachment, provisional attachment, provisional disposition or other similar dispositions.
  - (5) In the event either resolves to be liquidated/dissolved;
  - (6) In the event of any change in the control or management rights or either party.
  - (7) In addition to the particular items above, in the event that it is acknowledged to be probable that HISAKA or Customer may be unable to perform its obligations as set forth under these Standard Terms and Conditions.
- 14.2 In the event that any of the preceding paragraph occurs to HISAKA or Customer, the breaching party shall become immediately due and payable for all obligations to the other party.

#### Article 15: Effective Term

These Standard Terms and Conditions shall be effective for two (2) years from the date of transaction commencement, provided however, that unless either HISAKA or Customer provides notice to terminate this not later than three (3) months prior to its expiration, these Standard Terms and Conditions shall automatically be renewed for a further two (2) years and thereafter, the same shall apply.

#### Article 16: Mutual Consultation in Good Faith

Any questions in the interpretation of these Standard Terms and Conditions or any matters that are not expressly stipulated, shall be resolved by HISAKA and Customer upon mutual consultation pursuant to the principles of good faith.

#### Article 17: Governing Laws and Arbitration / Jurisdiction

These Standard Terms and Conditions shall be governed by and construed in accordance with the laws of Japan. The Osaka District Court shall have exclusive jurisdiction in the first instance over any and all disputes.

#### Article 18: Language

These Standard Terms and Conditions shall executed in the English language, which language shall control in all respects other language, if any, shall affect the interpretation of these Standard Terms and Conditions.