



Standard Quotation and Contract Terms

These Standard Quotation and Contract Terms (hereinafter referred to as "Contract Terms") apply to individual contracts (hereinafter referred to as "Individual Contracts") agreed upon between Fuji Industrial Technique Co., Ltd. (hereinafter referred to as "Party A") and the buyer (hereinafter referred to as "Party B") based on Party A's individual quotations for the sale of products and services supplied by Party A to Party B. In the event of any overlap or contradiction between these Contract Terms and the terms specified in the individual quotation, the terms specified in the individual quotation shall take precedence.

1. Inspection and Payment Terms

1. The conditions for inspection and payment shall be as specified in the Individual Contract.
2. If Party B does not notify Party A of the inspection results within five business days after delivery, the products shall be deemed accepted.
3. Payment schedule:
 - For contract amounts (excluding consumption tax) less than 100 million yen: 100% upon delivery.
 - For contract amounts (excluding consumption tax) of 100 million yen or more: 50% upon receipt of the order, 40% upon delivery, and 10% upon completion of commissioning.
4. Party B shall, in principle, pay the invoice amount to the bank account designated by Party A by the end of the month following the month in which the invoice date falls. The transfer fees shall be borne by Party B.
5. Unless otherwise agreed, all payments shall be made in Japanese yen.
6. If Party B fails to make payment, Party B shall pay Party A a late payment charge at an annual rate of 14.6% on the unpaid amount from the day following the payment due date until full payment is made.
7. If Party B fails to complete the inspection procedure within 12 months after delivery, Party B shall pay the full price regardless of whether the inspection is completed.

2. Delivery and Transfer

1. The ownership of Party A's products shall be transferred to Party B when Party A has received full payment of the price from Party B.
2. If Party A's products are delivered in installments, Party B shall, regardless of the reason, accept and inspect each installment.
3. Unless otherwise specified, Party A shall deliver the products to the location designated by Party B in accordance with Party A's standard packaging and shipping methods, and the delivery shall be deemed completed when the products have been delivered to the designated location.
4. For services provided by Party A, completion of the work shall constitute completion of delivery.



5. Party A shall bear any direct loss, damage, or other damage to the products that occur before the delivery or completion of the work, except where attributable to Party B. Party B shall bear the damage hereafter, except for those attributable to Party A.

3. Liability for Non-Conformity

1. If Party B discovers a defect attributable to Party A's design, materials, or manufacturing errors during normal use or operation within the liability period specified in the Individual Contract, Party B shall notify Party A in writing. Upon receipt of this notice, Party A shall take the following actions in order: (i) repair the defect, (ii) if repair is not possible, supply a replacement product. However, Party A shall not be liable for defects if the product has been improperly repaired or modified by Party B, if the defect is caused by misuse, negligence, or damaged due to an accident, if the product was used contrary to Party A's instructions, or if the defect results from normal wear and tear or deterioration.
2. If the Individual Contract does not specify a non-conformity liability period, the period shall be 12 months from delivery of standard products and spare parts, or 12 months after the completion of commissioning for equipment.
3. For services (such as improvements, repairs or overhauls) performed by Party A, the liability period shall be three months from the completion date of the service, provided that the total liability period shall not exceed 12 months from the original delivery or service completion date.
4. Party B shall, at its own responsibility and expense, arrange for the removal, assembly, and operation equipment other than Party A's products to the extent necessary for the repair of defects in Party A's products. Party A shall not be liable for any damages arising from these actions except in cases of willful misconduct or gross negligence by Party A.
5. Party A shall install, assemble, or repair parts manufactured at its approved manufacturing plants (hereinafter referred to as "Genuine Parts"). If non-genuine parts are used in the work ordered, Party A may require Party B to replace them with Genuine Parts for performance maintenance reasons. If Party B fails to comply and replacement is not made despite this request, Party A may refuse to perform the ordered work or cancel the order.

4. Product Liability

If defects in Party A's products compromises the safety of Party A's products or Party B's products incorporating Party A's products, and such defect causes damage to the life, body, or property of third parties, and such third party makes a claim against Party B under the Product Liability Act or other claim for damages, Party A shall, upon receiving notice from Party B, consult with Party B regarding the allocation of costs and responsibilities and resolve the.

5. Confidentiality Obligation

Neither Party shall disclose or leak any business secrets (technical and trade information obtained from drawings, specifications, materials, etc.) learned from the other party through



transactions based on the Individual Contract to third parties without prior written consent from the other party.

6. Force Majeure

Party A shall not be liable for any non-performance of all or part of its obligations under the Individual Contract due to force majeure events including but not limited to natural disasters, fires, wars, riots, civil disturbances, strikes, terrorism, enactment or revision of laws, orders or dispositions by public authorities, disputes, accidents involving transportation or communication lines, planned power outages, or other reasons beyond Party A's control.

7. Changes to Contract Terms

If it becomes necessary to change the terms of the Individual Contract due to Party B's circumstances, the terms may be changed by agreement between Party A and Party B. Additionally, if sudden price fluctuations or other unforeseen changes in circumstances make it objectively difficult for Party A to perform the Individual Contract, Party A may request changes to the Contract Terms.

8. Limitation of Liability

Party A shall not be liable for any consequential or indirect damages, including but not limited to loss of production, loss of profits, loss of power, loss of opportunities, claims from Party B's customers, or any other consequential or indirect damages, regardless of the reason. The cumulative maximum liability of Party A to Party B under the contract shall not exceed 10% of the contract price of Party A's products.

9. Compliance with Laws and Regulations

Both Party A and Party B shall comply with all applicable laws and regulations in the performance of the Individual Contract. Neither party shall engage in any form of bribery, excessive entertainment, hospitality, or gifts that violate social norms, or any other illegal or improper acts, nor shall they coerce the other party into such acts.

10. Security Export Trade Control

Even if Party A accepts an order from Party B, the contract will only be established upon obtaining the necessary export and/or re-export licenses from the competent authorities of the country of origin of the products or technologies. If such export/re-export licenses are denied, revoked, or invalidated due to circumstances beyond Party A's reasonable control, Party A will be exempt from its contractual obligations regarding the delivery of the related products, technologies, and services, and will not be liable to Party B.

11. Trade Compliance

Party B confirms compliance with all applicable local and international foreign trade and customs requirements, embargos, and trade sanctions ("Foreign Trade Obligations"), and certifies that neither Party B nor its end customers are subject to any Foreign Trade Obligations.

Party B certifies that the items ordered, or any intellectual property rights, know-how or trade secrets related to them, will not be sold or transferred to restricted regions (Iran, North Korea, Syria, Russia, Belarus, Crimea, or contested regions of Ukraine or Russia), nor for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nor to any other purpose prohibited by applicable law. Party B will not take any action



that violates Foreign Trade Obligations and will inform Party A immediately of any suspected violations. For the avoidance of doubt, this clause does not provide Party B any right related to any intellectual property rights, know-how or trade secrets.

Party A is not obligated to fulfill orders if impeded by Foreign Trade Obligations and may terminate orders immediately upon indication of such impediments. Party B shall indemnify Party A for any costs or damages from breaches of this statement.

12. Termination of the Contract

1. Either Party A and Party B may, without prior notice or penalty, immediately terminate all or part of any Individual Contract in, if the other party falls under any of the following conditions:
 - Receives a business suspension or cancellation order from a supervisory authority.
 - Is subject to seizure, provisional seizure, provisional disposition, other compulsory execution, or auction application by a third party, or is subject to delinquent tax collection.
 - Is subject to bankruptcy, civil rehabilitation, corporate reorganization, or other public debt restructuring procedures, or if other public or private debt restructuring procedures are initiated, or if such procedures are announced or notified.
 - Falls into a state of insolvency or receives a dishonored bill disposition.
 - Ceases operations, closes its main business office, or if its representative goes missing and becomes unreachable.
 - Violates the provisions of Section 9.
 - Is found to be an anti-social force such as a gang, or has a relationship with such forces.
 - Any other circumstances equivalent to the above.
2. Either party may terminate all or part of any Individual Contract in effect at that time if the other party violates any provisions of this Individual Contract and fails to correct such breach within 30 days after being notified.

13. Loss of Benefit of Time

If Party B falls under any of the conditions in Section 12(1) items 1 to 8, or if any Individual Contract is terminated under Section 12(2), all obligations of Party B to Party A shall become immediately due and payable.

14. Priority Application of Other Agreements

If there is a written agreement between Party A and Party B that differs from these Contract Terms, such agreement will take precedence over these Contract Terms.

15. Governing Law



All matters concerning the validity, interpretation, and performance of these Contract Terms, will be governed by and construed in accordance with the laws and regulations of Japan, unless otherwise agreed upon in specific provisions.

16. Jurisdiction

Party A and Party B agree that the Osaka District Court will have exclusive jurisdiction as the court of first instance for any judicial disputes arising from these Contract Terms.

17. Language

The original language of these Contract Terms is Japanese, and any translations into other languages are for the convenience of the parties' interpretation only.

[Revised July 2024]