

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

For the purpose of the Terms and Conditions, the following terms and expressions shall have the following meanings:

- (a) **"Affiliates"** shall mean, with respect to a person, any other person directly or indirectly controlling, controlled by, or under common control with such person. As used in this definition, the concept of "control" entails possession, directly or indirectly, and either alone or in conjunction with others, of the power to direct or cause the direction of management or policies, whether through the ownership of securities or other ownership interests, by contract or otherwise.
- (b) **"BUYER"** shall mean Shinano Kenshi Co., Ltd. and/or any of its Affiliates to which SELLER is providing Products under the Individual Contract.
- (c) **"Service"** shall mean services provided or performed by SELLER for the BUYER.
- (d) **"Customer"** shall mean any person or entity to whom BUYER, or any Affiliates thereof, has sold or has solicited to sell its products or services.
- (e) **"SELLER"** shall mean the entity providing Products to or performing Services for BUYER under the Individual Contract.
- (f) **"Terms and Conditions"** shall mean these Terms and Conditions of Purchase.
- (g) **"Products"** shall mean products manufactured for and/or sold to BUYER and/or Services.
- (h) **"Individual Contract"** shall mean individual contract(s) of sale and purchase of Products to be made pursuant to the provisions hereof.
- (i) **"Intellectual Property Rights"** shall mean any and all of the patents, tradenames, trademarks, designs, copyright, utility, models, know-how or unpatented confidential production methods used or embodied in connection with the Products, including all improvements therein or other rights related thereto.
- (j) **"Parties"** shall mean collectively SELLER and BUYER, and "Party" shall mean either of them.
- (k) **"Person"** shall mean an individual, corporation, partnership, association, joint venture, trust or other entity or organization, including government and any subdivision or instrumentality thereof.
- (l) **"Purchase Order"** shall mean BUYER's purchase order provided by BUYER to SELLER.
- (m) **"Specifications"** shall mean the specifications for the Products required by BUYER.

2. SALE AND PURCHASE

1. The purchase of any Products by BUYER is expressly limited to and governed by the Terms and Conditions. The Terms and Conditions are incorporated into and made a material part of any Purchase Order issued by BUYER. Any acceptance of BUYER's offer is expressly limited to acceptance of the Terms and Conditions. BUYER expressly objects to and rejects any additional or different terms or conditions proposed by SELLER. No SELLER terms or conditions shall become part of the Parties' agreement or shall modify the Terms and Conditions, unless they are specifically accepted and signed by a legal representative of BUYER having the title of general manager or higher in writing, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of the Terms and Conditions. By SELLER's Sales Confirmation (hereafter defined), SELLER shall be deemed to accept and assent to the Terms and Conditions. SELLER acknowledges that the Terms and Conditions apply to all purchases by BUYER and any of its Affiliates.

2. BUYER reserves the right to modify the Purchase Order with respect to quantities, delivery schedules and/or specifications as desired by BUYER by issuing change orders to SELLER. SELLER shall not make any changes to Purchase Orders or affecting the Products without the prior written consent of BUYER, which shall be withheld in its sole discretion. If SELLER's costs are reduced because of the changes, SELLER shall reduce the Purchase Order Price to reflect all such quantifiable cost savings, whether direct or indirect. If SELLER's costs are increased because of the changes, BUYER will consider SELLER's request for a reasonable adjustment to the Purchase Order Price; provided, however, that if SELLER does not notify BUYER of a cost impact within ten (10) days of the issuance of the revision/release, then SELLER shall be deemed to waive any claim for a Price increase due to the revision/release; and provided further, that if SELLER does provide notice of a cost impact and the parties cannot agree upon a reasonable Price adjustment within ten (10) days of such notice, the revision/release will not become effective, SELLER shall not be entitled to any additional compensation or Price changes, and the BUYER may terminate the order without liability to SELLER.

3. The sole relationship of the Parties shall be that of SELLER and BUYER. Nothing herein shall be deemed to create the relationship of employer or employee, partnership, association, or joint venture of any nature whatsoever. Neither Party shall have any rights, power or authority to assume or create any obligation, express or implied, on behalf of the other Party.

3. ORDERING PROCEDURE

1. An Individual Contract shall be deemed to have been made when BUYER receives SELLER's acceptance of the Purchase Order, such acceptance being indicated by (i) SELLER's countersignature on the Purchase Order, (ii) SELLER's issuance of a Sales Confirmation or similar document, (iii) SELLER's acquiescence including without limitation, acceptance email, (iv) SELLER's commencing of the performance according to the Purchase Order, or (v) SELLER's silence or failure to reply to BUYER within two (2) working days after BUYER has issued the Purchase Order.

If any terms in such Sales Confirmation or similar document conflict with, or supplement, the Terms and Conditions or the Purchase Order, such conflicting or supplemental terms shall be deemed null and void and the provisions of the Terms and Conditions and the Purchase Order shall govern. SELLER shall use its best efforts to timely fill all BUYER's Purchase Orders and shall not unreasonably reject such Purchase Orders.

2. If any discrepancy should occur between the Terms and Conditions and any Purchase Orders, the Terms and Conditions shall prevail.

4. DELIVERY, TITLE AND RISK OF LOSS

1. Time is of the essence with respect to delivery of Products or performance of Services. SELLER shall make no partial delivery or delivery before the date(s) stated on the Purchase Order. BUYER may terminate any order where delivery or performance is late or incomplete. Title to, and risk of loss, for all Products sold to the BUYER shall pass to the BUYER only after unloading Products at the delivery location selected by BUYER. Unless otherwise noted on the Purchase Order, Products shall be shipped by SELLER DAP (as defined in Incoterms 2020) to destination specified on Purchase Order, freight prepaid, and Services shall be performed at the location instructed by BUYER in the applicable Individual Contract.

2. Conditions relating to packing, delivery, discharge, weight and sampling of the Products shall be as provided in each Individual Contract.

5. PRICE

1. All pricing on Purchase Orders ("Price") is final. BUYER does not acknowledge any written confirmation with change of Price until a Purchase Order revision is completed and provided to SELLER. BUYER shall not be obligated to pay and shall not process payment for any invoice that does not match the Price set forth on the corresponding Purchase Order. SELLER warrants that the Prices and terms on which it supplies Products to BUYER are no less favorable than those offered to other customers purchasing similar products. SELLER agrees to immediately reduce the Price if it charges any customer purchasing similar products at lower price.

2. The Prices and fees set forth on corresponding Purchase Orders include all costs associated with the Products and its delivery, including any costs connected with packaging, importing, exporting, manufacturing, delivering, unpackaging and unloading, manufacture, sale, production, and all taxes levied in connection with the corresponding Individual Contract.

3. Any increase or additional tariffs, surcharges, duties or other import fees which become applicable after any Products are ordered, shall be payable by SELLER.

6. PAYMENT TERMS

BUYER shall pay invoices for Products that are not subject to dispute and properly provided in accordance with the requirements of the Terms and Conditions or the Purchase Order. Unless otherwise agreed, SELLER shall accept payment by check or other cash equivalent, including electronic funds transfer. If no terms are stated in the Terms and Conditions, the payment shall be made within sixty (60) days of the end of the month of the Acceptance (hereinafter defined). If the payment due date is not a business day, payment shall be due the next business day. In the event BUYER disputes a payment, the applicable payment period shall begin when the invoice is properly provided, or the dispute is resolved. In the event of dispute, the parties will work together to resolve the dispute. BUYER may recover any amount due by SELLER to BUYER by setoff. SELLER shall pay any amounts owed to BUYER net thirty (30) days from the date of invoice or demand.

7. INSURANCE

1. In case under any Individual Contract and/or the Terms and Conditions SELLER is required to provide adequate insurance, such insurance shall be provided with first class insurance companies satisfactory to BUYER for an amount equivalent to one hundred and ten percent (110%) of invoice amount, covering Insurance Cargo Clause "All Risks" and "War and S.R. & C.C. Risks", unless otherwise agreed. Any extra costs of insurance incurred by reason of vessel's age, flag, classification or ownership shall be for SELLER's account.

2. During the term of the Terms and Conditions and ten (10) years after the last delivery of the Products to BUYER's Customer, SELLER shall at its own expense, obtain and maintain product liability insurance (for amount, with insurers and in a form approved by BUYER) to cover any and all losses, damages (actual, consequential or indirect), liabilities, penalties, claims, demands, suit or action, and related costs and expenses of any kind (including, without limitation, expenses of investigation, legal fees, judgments and settlements) for injury to or death of any person or property damage or any other loss suffered or allegedly suffered by any person or entity and arising out of or otherwise in connection with the Products sold by SELLER to BUYER. SELLER shall furnish BUYER with a certificate of insurance evidencing such coverage, which insurance shall not be cancelled, modified or reduced without prior written consent of BUYER.

8. QUALITY ASSURANCE

1. SELLER shall institute a quality assurance system to demonstrate compliance with the requirements of the Terms and Conditions and BUYER's Quality Assurance Guideline. Details of all procedures and compliance documents of the quality assurance system shall be submitted to BUYER in the written form designated by BUYER. Compliance with the

quality assurance system shall not relieve SELLER of any of its duties, obligations or responsibilities under the Terms and Conditions.

2. Upon BUYER's request, SELLER shall provide BUYER with an annual financial report in the written form designated by BUYER.

9. INSPECTION

1. BUYER shall have the right to inspect the Products as to quantity and, as far as reasonably possible, inspect the Products to ensure conformity with the Specifications after discharge of the Products at the destination thereof in accordance with the criteria specified by BUYER in its sole discretion. Passed inspection ("Acceptance") of any Products by BUYER shall not constitute a waiver of any claim or right which BUYER or its Customer may have with respect thereto.

2. In the event that any claim is made by BUYER, SELLER shall, at BUYER's option, do any of the followings:

- (a) repair or replace non-conforming Products or non-conforming parts or components of Products,
- (b) replenish the shortage, in the case of shortage, and/ or
- (c) refund the purchase Price of the non-conforming Products which SELLER has received.

In case of replacement or replenishment, delivery shall be made to BUYER in the same manner as stipulated herein. In case of refund, SELLER shall reimburse such amount to BUYER. In addition to the above remedies, SELLER shall reimburse BUYER for any and all costs, expenses, losses and damages arising in connection with any claim alleged by BUYER.

10. WARRANTY

1. SELLER hereby warrants to BUYER and to its Customers that Products shall (i) strictly conform to the Specifications, drawings, data and samples thereof, and to all governmental regulations and safety standards in the country where the Products are sold, (ii) be free from defects in design, material, workmanship, instruction manuals, labeling, warning instruction or the like, (iii) be of merchantable quality and fit for the ordinary purpose for which the Products are used and BUYER's and its Customer's intended uses thereof, and (iv) shall be packed properly and delivered timely. This warranty shall survive any inspection, delivery, Acceptance or payment by BUYER.

2. With respect to any and all claims alleged by BUYER on the above-mentioned warranty for a period of three (3) years from Acceptance, SELLER shall, at BUYER's option, either promptly repair, replace (with freight, insurance and all charges prepaid to a location of BUYER's Customer at SELLER's account) or refund the purchase Price of any Products which do not comply with SELLER's warranty and shall reimburse BUYER for any and all costs, expenses, losses and damages arising in connection therewith.

3. The foregoing obligations hereunder shall survive the expiration or termination of any Individual Contracts.

4. When any Products are repaired or replaced by SELLER hereunder, the repaired or replaced Products shall be subject to the same warranties, the same conditions and the same remedies as the original Products.

11. SPARE PARTS

The SELLER shall undertake to guarantee the provision of spare parts for the stipulated lifetime of the end products for which the Products are to be used. The minimum period shall be five (5) years after the end of the series production of the Products. At least one year prior to the expiry of the minimum period, the SELLER shall grant BUYER the option to place a concluding order for the all-time requirement.

12. INDEMNITY

1. SELLER shall indemnify and hold BUYER, its Affiliates and their directors, officers and employees harmless from any and all losses, damages, obligations, liabilities, costs and expenses (including, without limitations, legal fees and expenses) arising out of or in connection with (i) any claim of a third party regarding any breach of warranty or representation or any defect in the design, materials or workmanship of Products, (ii) any claim of a third party with respect to the Products, including, without limitation any claim or infringement of trademarks, trade names, emblems, designs, copyrights, and other intellectual property arising or in connection with the Products sold by SELLER to BUYER, and (iii) any claim, suit or action of a third party for injury to or death of any person arising out of or otherwise in connection with the Products sold by SELLER to BUYER.

2. In complying with the provision of Article 12.1 above, SELLER shall actively and at its own expense defend against any such claim, provided that if in BUYER's sole opinion SELLER fails to mount an adequate defense to such claim, BUYER shall have the right to so defend or, in its sole discretion, to make any settlement of such claim, and SELLER shall cooperate with such efforts (including, without limitation, technical and other information, documents, data, materials and witnesses as may be requested by BUYER in BUYER's opinion necessary for such defense to such claim) and shall indemnify BUYER therefor as provided in Article 12.1 above.

13. INTELLECTUAL PROPERTY RIGHTS

1. SELLER shall guarantee or warrant to BUYER that the Products are free from infringement or violation of any patent, copyright, trade secret, trademark or other proprietary, and if any claim by a third party against BUYER asserts that Products infringe upon any patent, copyright, trade secret, trademark or other proprietary right, SELLER shall at its own

expense defend any such suit and/or settle the same. BUYER shall notify SELLER in writing of the commencement of any such claim, and upon BUYER's request, SELLER shall hold BUYER harmless from any damages, losses, expenses and costs arising from such infringement or violation.

2. With respect to customized Product, if SELLER or any person employed by or working pursuant to the direction of SELLER, in the performance of any Individual Contract, conceives or first reduces to practice (i) any invention or any experimental, development or research activities, including engineering related thereto, whether or not patentable, (ii) any reduction to practice of any subject matter, application or discovery which could be patented or copyrighted, or (iii) any improvement in the design of the Products or any alternative or improved method of accomplishing the objectives of Individual Contract (collectively, "Inventions"), BUYER shall own such Inventions and the Inventions are BUYER's confidential and proprietary property, whether or not such Inventions or any portions thereof can be copyrighted or patented or not. SELLER shall immediately disclose all Inventions to BUYER and shall cooperate, and cause its employees to cooperate, in executing any documents and taking any other actions necessary to patent, copyright, assign to BUYER or otherwise perfect or protect such Inventions for the benefit of BUYER.

3 SELLER shall not manufacture or provide, or offer to manufacture or provide, any products or services that are based in whole or in part upon Inventions, Confidential Information of BUYER or Intellectual Property Rights of BUYER, whether for its own purposes, except to satisfy its obligations pursuant to the Terms and Conditions and Individual Contract, for the Customer or any other third parties, without BUYER's prior written consent.

4. SELLER hereby grants to BUYER, its Affiliates, and their respective successors and assigns, and BUYER hereby accepts, a non-exclusive, irrevocable, royalty-free, fully paid up worldwide license, including the right to sublicense to others in connection with providing the Products to BUYER or the Customer, pursuant to: (i) any Intellectual Property Rights owned or controlled by SELLER or its Affiliates, and relating to the Products, to make, have made, repair, reconstruct, rebuild, relocate, use, sell and import the Products, and (ii) any works of authorship fixed in any tangible medium of expression, including drawings, prints, manuals and specifications, furnished by SELLER in the course of SELLER's activity pursuant to Individual Contract, to reproduce, distribute and display such works and to prepare derivative works based thereon, subject to the other provisions of the Terms and Conditions, and such license in respect thereof ("License"). SELLER acknowledges and understands that the License shall be effective from the first date of delivery of the Products pursuant to the Individual Contract and extend for so long as BUYER has contractual obligations to the Customer. The License is supplementary to any other rights of BUYER pursuant to the Terms and Conditions and any other agreement with SELLER.

5. SELLER will ensure that the terms of its contracts with its subcontractors and employees are consistent with the terms of this Article 13.

14. SUPPLIED MATERIALS

1. BUYER may provide SELLER with materials ("Supplied Materials").

2. SELLER shall immediately examine any material provided by BUYER and notify BUYER of any defects, if any, without undue delay.

3. SELLER shall not use Supplied Materials for any purpose other than to supply BUYER with Products without BUYER's prior written approval.

4. SELLER shall treat any and all Supplied Materials with care, store them correctly, in particular according to storage instructions provided by BUYER, and insure them against damage caused by, including without limitation, theft, accidents, fire, storm, heat and water.

5. All items provided by BUYER shall remain the property of BUYER. BUYER shall be owner of any and all Products and their components where the value of Supplied Materials contained in such Products exceeds sixty percent (60%) of the total value of such Products. Otherwise, BUYER and SELLER shall have joint ownership.

15. PRODUCTION EQUIPMENT

1. In order to manufacture the Products, Supplier will need specific tools, fixtures, jigs, dies, molds and other related equipment and any replacements, additions or substitutions thereof ("Production Equipment"). SELLER shall develop, manufacture and/or procure all the necessary Production Equipment.

2. In its discretion, BUYER may choose to loan certain Production Equipment ("Loaned Equipment") to SELLER. If any Loaned Equipment is provided by BUYER, no condition or warranty, either express, implied or statutory, is given by BUYER in connection with the fitness for any purpose, or quality of, the Loaned Equipment and all such conditions and warranty are hereby excluded. It is SELLER's responsibility to satisfy itself the Loaned Equipment is suitable for the purpose for which it is used.

3. In its discretion, BUYER may choose to purchase from SELLER certain Production Equipment not provided by SELLER and to be used exclusively for Products. In such case, the conditions of purchase of the Production Equipment shall be the same as conditions of purchase of Products herein, with the necessary modifications and supplemented by the provisions of this Article 15.

4. Before SELLER accepts and make payment for any Production Equipment, (i) BUYER shall perform its own inspection and the Production Equipment shall meet all the requirement, (ii) SELLER shall evaluate and certify that Products manufactured by the Production Equipment meet all the required specifications, (iii) SELLER shall submit samples manufactured by the Production Equipment at SELLER's cost according to instruction by BUYER, and (iv) all the

Production Equipment and all the samples manufactured by the Production Equipment shall pass inspection by BUYER. If any failure, inconformity and/or defects is found in the Production Equipment and/or samples or Products, SELLER shall correct any non-conforming Production Equipment at its own expense.

5. BUYER shall be entitled to terminate or cancel any purchase agreement for Production Equipment and/or Individual Contract of Product without any liability to SELLER if any Production Equipment or Products and/or any part thereof manufactured by the Production Equipment provided by SELLER do not meet any of BUYER's requirements. SELLER shall be liable for any loss including without limitation, the supply of substitute Products, the damages or losses incurred by BUYER or Customer caused by the delay, inconformity, and/or any other action or inaction of SELLER in relation to supply of Production Equipment.

6. SELLER shall guarantee service lifespan and/or shot capacity of Production Equipment according to BUYER's requirement. If service lifespan or shot capacity of Production Equipment falls short of the guarantee, SELLER shall repair or replace the Production Equipment at SELLER's expense. After the lifespan or shot capacity, SELLER shall dispose Production Equipment at SELLER's cost and in accordance with BUYER's instructions provided however, Loaned Equipment shall not be disposed of without BUYER's written consent. If SELLER makes any profits from the disposition of Production Equipment, SELLER shall inform BUYER and the Party shall allocate such profit by discussion in good faith. A certificate of disposal shall be submitted to BUYER upon disposal.

7. Such Loaned Equipment shall be used by SELLER solely in the performance of providing Products. Unless otherwise agreed to by BUYER in writing, such Loaned Equipment shall remain property of BUYER. Production Equipment BUYER has chosen to purchase from SELLER shall be deemed to be as Loaned Equipment and BUYER shall be entitled to take title to such Production Equipment at any time in BUYER's discretion.

8. While the Loaned Equipment is in its possession, SELLER shall notify BUYER immediately of any loss of, or defect, fault or damage to, the Loaned Equipment and, on BUYER's instruction, arrange for its immediate replacement or repair. Where the loss or damage is due to fair wear and tear and this has been agreed by BUYER, the cost of the maintenance, replacement, and/or repair shall be reimbursed to SELLER. In all other circumstances SELLER shall indemnify BUYER for the cost of the replacement/repair of the Loaned Equipment and all other losses arising to BUYER as a result of the damage.

9. BUYER may provide the parts to Loaned Equipment as requested by SELLER in connection with the safekeeping, maintenance and repair of the Loaned Equipment.

10. SELLER shall not relocate Loaned Equipment without BUYER's written consent. SELLER shall maintain complete and accurate records of the location and condition of the Loaned Equipment and shall execute any documents that are reasonably necessary to protect BUYER's ownership interest in such Loaned Equipment.

11. SELLER shall keep all such Loaned Equipment prominently marked with clear and readable labels, signs, or notices indicating BUYER.

12. While the Loaned Equipment is in its possession, SELLER assumes all risk of loss, theft, damage or casualty to such Loaned Equipment including, without limitation, any such loss, theft, damage or casualty occurring during any subsequent transfer of such Loaned Equipment to other SELLER's facilities or to BUYER locations and shall indemnify and hold BUYER harmless from and against any such loss, theft, damage or casualty.

16. MODIFICATIONS

1. BUYER may require modifications to the customized Products (hereinafter "Technical Modification"). After receipt of a Technical Modification request by BUYER, SELLER shall evaluate its effects in relation to all attributes of SELLER's Products without undue delay. Within ten (10) working days since receipt of a Technical Modification request, SELLER shall submit comprehensive documentation detailing any and all effects that the Technical Modification may have and enabling BUYER to review the effects, in particular regarding the production process, supply ability, delivery and pricing of Products. The Parties shall evaluate the results of the review and come to an agreement as to if and how the Technical Modifications shall be implemented. Any Price increase resulting from the Technical Modifications shall be subject to prior written consent of BUYER.

2. If SELLER does not respond to Technical Modification request within ten (10) working days since its receipt, SELLER shall implement the Technical Modification and BUYER may rightfully assume that the Technical Modifications will not have any adverse effects.

3. SELLER is not permitted to make any changes to customized Products or materials, manufacturing processes, production locations, or other Specifications, and the like without prior written approval from BUYER. SELLER agrees to duly notify BUYER of any intended changes and obtain approval of BUYER in writing before making such a change.

4. SELLER shall ensure that all of its personnel or subcontractors involved in the performance of the Individual Contract are adequately trained and at all times possess all the technical skills and knowledge necessary for the successful performance of their work.

5. SELLER may substitute Product with an equivalent alternative product only after prior written approval by BUYER. The approval might involve testing the equivalent alternative product and/or BUYER itself might be obliged to obtain approval by its Customer(s). Therefore, the approval process might require a long period of time. SELLER shall bear all costs incurred in the approval process.

17. TERM

1. Each Individual Contract for Products will remain in effect for the life of the applicable products of BUYER (including all extensions and model changes) into which the Products are incorporated (the "Term"). If the Products are incorporated into multiple products of BUYER, then the Term will extend through the termination of the last products of BUYER using such Products.

18. TERMINATION AND CANCELLATION

1. BUYER may, without any liability to SELLER, by notice in writing to SELLER, terminate any Individual Contract immediately upon receipt of the notice by SELLER or at such later time as may be specified in the notice, in any of the following circumstances.

- (a) If SELLER fails to comply with any provisions of the Terms and Conditions and/or each Individual Contract and does not cure such failure within a period of fourteen (14) days after written notice from BUYER, except for Force Majeure events pursuant to Article 19;
- (b) If SELLER enters into any arrangement of composition with its creditors or goes into liquidation, insolvency, bankruptcy, receivership or reorganization proceedings, except that, in case of non-voluntarily proceedings, when such proceedings are not dismissed within thirty (30) days;
- (c) If SELLER becomes dissolved, or terminates its corporate existence by merger, consolidation or otherwise (except by merger or consolidation with its parent, subsidiary or other Affiliate;
- (d) If SELLER sells all or substantially all its assets; or
- (e) If SELLER ceases to continue to do business.

2. If BUYER provides written notice to SELLER at least fourteen (14) days prior to any shipping date of the relevant Purchase Order of Products, BUYER shall have no liability for cancellation of the Purchase Order for its convenience. If BUYER cancels the Individual Contract on less than fourteen (14) day notice, SELLER shall be entitled to, but only to, an equitable amount not in excess of its verified direct costs reasonably and necessarily expended or committed to third parties in accordance with lead times for materials and labor as appropriate for corresponding delivery dates prior to the notice of termination (less salvage value and any other amounts recoverable by SELLER). The payment required by the foregoing sentence shall constitute BUYER's sole and exclusive liability and obligation with respect to cancellation of any Purchase Order.

19. FORCE MAJEURE

Neither Party shall be responsible for nonperformance or delay in performance under the Terms and Conditions and/or any Individual Contract due to acts of God, war, acts of terrorism, riot, natural disasters, governmental actions, or other similar causes beyond the control of such Party, provided that the Party so affected shall promptly give notice thereof to the other Party and shall continue to take all action reasonably within its power to comply herewith as fully as possible. In any event the time for performance hereunder shall only be extended for the duration of the delay. Should such conditions continue for more than one (1) month, BUYER shall have the right to terminate forthwith all or any part of the Individual Contract by giving notice thereof to SELLER without any liability to SELLER.

20. CONFIDENTIALITY

1. SELLER shall maintain the confidentiality of any proprietary technical, marketing or business information that SELLER learned of BUYER Affiliates in connection with the Individual Contract and/or the Terms and Conditions (collectively "Confidential Information") and shall not disclose or leak it to any third party without the prior written consent of BUYER. For maintaining the confidentiality, SELLER shall manage Confidential Information with the due care of a prudent manager.

2. Any information which SELLER can prove by competent documentary evidence to fall under any of the following categories shall not be considered as Confidential Information:

- a) information already in SELLER's possession at the time of disclosure by BUYER;
- b) information that was already in the public domain at the time of disclosure by BUYER, or information that entered the public domain subsequent to the time it was disclosed through no fault of SELLER;
- c) information lawfully obtained by SELLER from a duly authorized third party; and
- d) information independently developed by SELLER without reference to the disclosed information by BUYER.

3. SELLER may disclose Confidential Information to its officers or employees, subcontractors, attorneys-at-law, certified public accountants, licensed tax accountants or other advisors ("Representatives") who are obliged to the same level of confidential obligation of the Terms and Conditions and who need to know the Confidential Information to perform the obligation of Individual Contract and/or the Terms and Conditions. SELLER or any Representative shall not use Confidential Information for any purpose other than performing obligation of Individual Contract and/or the Terms and Conditions ("Purpose") and shall use Confidential Information only to the extent necessary for the Purpose. SELLER shall be jointly and severally liable for breach of any confidential obligation hereunder by respective Representatives.

4. If SELLER becomes legally compelled to disclose any Confidential Information (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), SELLER shall use all reasonable efforts to provide BUYER with prior notice thereof so that BUYER may seek a protective order or other appropriate remedy to prevent such disclosure. If such protective order or other remedy is not obtained prior to the time such disclosure is required, SELLER required

to make the disclosure will only disclose that portion of such Confidential Information which it is legally required to disclose.

5. SELLER shall not copy or reproduce Confidential Information for purposes beyond the Purpose and copied or reproduced Confidential Information shall be included in Confidential Information.

6. Upon termination or cancellation of any Individual Contract, SELLER shall, at BUYER's choice, promptly return to BUYER all of Confidential Information including all copies thereof or destroy all such Confidential Information so that it cannot be reused.

7. If SELLER causes threatened disclosure or use beyond the Purpose in breach of confidential obligation hereunder, BUYER may seek injunction against such disclosure or use beyond the Purpose.

21. NOTICE

Any notice or other documents required or permitted to be given hereunder shall be in writing in English or Japanese and shall be posted by pre-paid registered mail, delivered personally by hand, delivered by overnight courier, or sent by e-mail or facsimile transmission addressed to the Party. Any such notice or other documents shall:

- (a) if delivered by hand or overnight courier, be deemed to have been given and received at the place of receipt on the date of delivery, provided that if such date is a day other than a business day, such notice or document shall be deemed to have been given and received at the place of receipt on the first business day in the country of receipt thereafter;
- (b) if posted, be deemed to have been given and received at the place of receipt on the date of actual receipt.; or
- (c) if transmitted by e-mail or facsimile transmission, be deemed to have been given and received on the next business day following the day of sending.

Any notice given in any other manner shall be void for the purpose of the Terms and Conditions and Individual Contracts.

22. GENERAL PROVISIONS

1. Assignment

Either Party shall not assign, in whole or in part, by operation of law or otherwise any of the rights, interest or obligations under any Individual Contract without the prior written consent of the other Party and all attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, BUYER may assign all or any of its rights and obligations under Individual Contracts to any of its Affiliates without the consent of SELLER.

2. No Implied Rights

Nothing herein, express or implied, is intended to or shall be construed to confer upon or give to any Person other than the Parties and their Affiliates, any interest, rights, remedies or other benefits with respect to or in connection with any agreement or provision contained herein or contemplated hereby. Except as it may be otherwise expressly provided herein, the provisions hereof shall only inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the Parties.

3. Governing Law

The Terms and Conditions and Individual Contracts shall not be governed by the provisions of United Nations Convention on Contracts for the International Sale of Goods. Instead, the Terms and Conditions and Individual Contracts shall be governed by, construed in accordance with the internal, substantive law of the country (and state and province, if applicable) of BUYER's principal place of business, without regard to the conflicts of laws rules thereof.

4. Dispute Resolution

All disputes arising in connection with the Terms and Conditions or Individual Contracts shall exclusively be settled in the courts of BUYER's principal place of business. This will not apply to claims for which a statutory exclusive place of venue has been established. BUYER may, with written notice to SELLER, elect to submit any dispute regarding the Terms and Conditions or Individual Contracts, other than requests for injunctive or declaratory relief, to binding arbitration. The arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The arbitration shall be conducted in the city and state, district or province of BUYER's principal place of business, and the language of the arbitration shall be Japanese or English. The arbitral award shall be final and binding upon the Parties.

5. Severability

If any of the provisions of the Terms and Conditions and/or Individual Contract shall be invalid or unenforceable in one jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Terms and Conditions and/or Individual Contract in such jurisdiction, but instead, the entire Terms and Conditions and/or Individual Contract shall be construed as if not containing the particular invalid or unenforceable provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event that such invalid or unenforceable provisions is an essential and material element of the Terms and Conditions and/or Individual Contract, then, in respect of such jurisdiction, it shall be replaced, to the extent that economic benefits conferred by the Terms and Conditions and/or Individual Contract to both Parties remain substantially unimpaired, by another provision reflecting the intentions of the Parties. Any invalidity or unenforceability of any provisions of the Terms and Conditions and/or Individual Contract in one jurisdiction will not affect the validity or enforceability thereof in any other jurisdiction.

6. Non-waiver of Right

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof and any waiver of any breach of the provisions of the Terms and Conditions shall be without prejudice to any rights with respect to any other or further breach thereof.

7. Article Captions

The captions and headings of the Articles and any subdivisions thereof do not form part of the Terms and Conditions and shall not have any effect on the interpretation thereof.

8. Costs and Expenses

Upon BUYER's request, SELLER shall reimburse BUYER for all costs and expenses, including, without limitation, reasonable attorney's fees and other legal expenses, incurred or paid by BUYER in exercising or protecting its rights or remedies under the Terms and Conditions and Individual Contract, plus interest thereon at the highest rate permitted by applicable law.