

# Basic Terms and Conditions for International Sales

The original version of this Basic Terms and Conditions has been prepared in Japanese. In the event of any discrepancy between the English and Japanese versions, the Japanese version will govern.

The ordering party (hereinafter referred to as “Party A” ) and Crystal Process co., ltd (hereinafter referred to as “Party B” ) shall, in purchasing the product (hereinafter referred to as “This Product” ) sold by Party B shall accept the following terms and conditions set forth in the Basic Terms and Conditions for the Sale of Products to International Customers (hereinafter referred to as “This Agreement” ) before applying for the transaction.

(Basic Transaction Agreement and Details)

## Article 1

Party A shall purchase This Product from Party B under the terms and conditions set forth in This Agreement, and the contract that contains This Agreement shall be the basic transaction contract (hereinafter referred to as “This Contract” ).

(2) This Product is manufactured in accordance with the required specifications, standards, and etc. in Japan. Some This Product shall be manufactured by Party B based on the specifications, planning, specified by Party A, and shall be supplied by Party B to Party A with the trademark, trade name, or other indication specified by Party A (hereinafter referred to as “This Mark” ).

(3) Party A shall be responsible for, and Party B shall not be liable for, any loss or damage incurred by Party A or Party A’s customers as a result of the manufacture of this Product by Party B in accordance with the specifications provided by Party A to Party B.

(Individual Contract)

## Article 2

The quantity, unit price, date of delivery, place of delivery, method of delivery, delivery costs (including handling of customs duties, and etc.), Incoterms, and etc., of the Product shall be determined in individual contracts upon consultation between Party A and Party B at the time of each transaction.

(2) An individual contract shall be concluded when Party A sends details of the purchase request to Party B by e-mail, and others, and Party B sends an INVOICE to Party A described in the preceding paragraph, and Party A accepts and pays the price in the agreed manner.

(Delivery)

## Article 3

Party B shall deliver this Product to Party A at the place of delivery specified in the individual

contract by the date of delivery specified in the individual contract.

(2) Party B shall immediately notify Party A of any risk that Party B may not be able to deliver the Product by the delivery date specified in the individual contract, and Party A and Party B shall discuss how to respond to such risk.

(Inspection)

#### Article 4

If Party A discovers any non-conformity (including excess or deficiency in quantity) to the individual contract (hereinafter referred to as “Contract non-compliance” ), Party A shall notify Party B in writing (including e-mail) stating the reason within seven days after delivery of This Product.

(2) If the period of the preceding paragraph has elapsed without the notification in the preceding paragraph, the Individual Agreement shall be deemed to have been performed without any Contract non-compliances.

(3) Party B shall deliver the substituted goods or shortages upon receipt of notice of the Contract non-compliance as set forth in Paragraph 1 and upon Party B’s confirmation of such fact.

(Transfer of Ownership)

#### Article 5.

Title to this Product shall be transferred from Party B to Party A at the time of delivery of this Product by Party A after the payment for this Product by Party A.

(Burden of Risk)

#### Article 6.

Party B shall be responsible for any loss, damage or any other damage to this Product caused prior to the delivery of this Product, except those attributable to Party A, and Party A shall be responsible for any damage caused after the delivery of this Product, except those attributable to Party B.

(Payment of the price)

#### Article 7.

Party A shall pay the full amount of this Product in advance by wire transfer to the bank account and payment due date, which are designated by Party B. Party A shall bear the bank transfer fee. However, if a different payment method is stipulated in the individual contract, the payment shall be made in accordance with such different method.

(Liability for noncompliance with contract)

Article 8.

If Party A discovers any Contract non-compliances with the Product that cannot be immediately discovered by Party A within six months after Party B delivers this Product to Party A, Party A shall immediately notify Party B of such discovery. If Party B confirms Contract non-compliance of This Product, Party B shall deliver the substitute provided Product. However, Party B shall be exempted from this liability by paying the amount of such Invoice.

(Product Liability)

Article 9.

If this Product delivered by Party B to Party A under this Contract is expected to cause damage to the body or property of a third party, Party B shall immediately contact Party A and discuss and settle the matter with Party A.

(2) Party B shall compensate for any damage to the life, body, or property of a third party caused by a defect (lack of normal safety features) of the Product. Party B may request Party A to discuss the scope of damages to be compensated and the amount of compensation, and Party A shall respond to such request in good faith.

(3) Party B shall not be liable to Party A and third party under the preceding paragraph if any of the following events occurs

- (a) If the defect of This Product could not be recognized by the level of science and technology at the time Party B delivered This Product to Party A
- (b) If the defect of This Product is caused by Party A's compliance with these specifications or other instructions to Party B regarding the manufacture of This Product
- (c) If the defect of the Product is caused by the manufacture of the Product in accordance with the standards established by a public authority
- (d) If the defect of the Product is caused by modification of the Product or violation of the terms and conditions for use, storage, disposal, and etc. of the Product set forth by Party B.
- (e) If the defect of the Product is caused after delivery to Party A

(Representations and warranties and agreement to necessary cooperation)

Article 10.

Party A warrants that it has all authority, capacity and authority procedures, to purchase This Product from Party B under This Contract.

(2) Party A agrees to cooperate with Party B in providing information requested by the correspondent banks, and etc.

(3) Party A agrees to cooperate with Party B's request to respond to inspections, and etc.

(Secrecy maintained)

#### Article 11

Party A and Party B shall not, during the term of this Contract and even after the termination of this Contract, disclose any and all information (technical, business or otherwise, whether in oral, written, electronic, diagrammatic, material sample or any other form) obtained in connection with this Contract (including individual contracts) and this Product. Party A shall confirm in writing or e-mail with Party B and obtain Party B's consent before Party A discloses the information for the purpose of investigation by a public agency, etc.

(2) Party A and Party B shall ensure that their own employees also comply with the obligations set forth in the preceding paragraph, and any breach of such obligations by such persons shall be deemed a breach of the obligations of Party A and Party B.

(Force Majeure Exemption)

#### Article 12

In the event of delay or impossibility of performance of obligations under this Contract or individual contracts due to natural disasters, war, riot, civil war, enactment, amendment or abolition of laws and regulations, orders or dispositions by public authorities, strikes or other acts of dispute, transportation accidents, or other reasons beyond the control of the parties, the parties concerned shall not be liable therefor. The party concerned shall not be held responsible for any delay or failure to perform obligations under this Contract or individual contracts due to reasons beyond its control. However, monetary obligations shall be excluded.

(Prohibition of transfer of rights and obligations)

#### Article 13.

Party A and Party B may not assign their rights under this Contract to a third party or have a third party assume their obligations under this Contract without the prior written consent of the other party.

(Prohibition of unauthorized use, and etc.)

#### Article 14.

Party A, in selling the Product, shall not, without the prior consent of Party B, use :

- (i) Product name, catch copy, or product label design displayed on any and all products manufactured by Party B,
- (ii) Contents of Party B's advertising, website, promotional materials, and etc., in the advertising, website, promotional materials, and etc. of Party A, without Party B's prior consent.

(2) Party A, in selling this Product, shall not alter the labeling and description made by Party B for this Product without the prior consent of Party B.

(Cancellation and forfeiture of benefit of term)

Article 15.

If Party A or Party B falls under any of the following items, the other party may immediately terminate this Contract or individual contracts in whole or in part without giving notice or providing performance of its obligations. Even in this case, a claim for compensation for damages is not precluded.

- (i) When the counterparty violates any one of the provisions of this Contract
- (ii) When the business is suspended or the business license or registration is revoked by the supervisory authority
- (iii) When a seizure, provisional seizure, provisional disposition, compulsory execution, auction for the exercise of security interest, disposition for tax delinquency, or other equivalent procedure is initiated
- (iv) When a petition for commencement of bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation proceedings, and etc. is filed
- (v) When a bill or check drawn or accepted by the Bank itself is dishonored at least once, or when the Bank becomes insolvent
- (vi) When the Bank is dissolved due to merger, reduction of capital, abolition or change of business, or resolution for dissolution is made
- (vii) When there are other circumstances that make it extremely difficult to continue this Contract, such as insecurity of solvency or the existence of treacherous acts, and etc.

(2) If Party A or Party B falls under any of the items of the preceding paragraph, such Party shall naturally lose the benefit of time with respect to this Contract and all other obligations arising from the contract concluded with the other Party, and such Party shall immediately repay to the other Party all obligations borne by such Party at that time.

(Liability for Damages)

Article 16.

Party A or Party B shall indemnify the other party for all damages (including, but not limited to, attorney's fees and other actual costs) if Party A or Party B causes damage to the other party by violating this Contract. Party A or Party B shall compensate the other party for all damages (including but not limited to attorney's fees and other actual costs).

(Effect of Individual Contracts)

Article 17.

The contents of the individual agreements shall supersede this Agreement.

(Effective date of the agreement and modification by Party B)

Article 18.

There is no specific expiration date for this Agreement.

(2) Party B may modify this Agreement at its own discretion and responsibility, and shall always post the latest version on Party B's website for Party A to review.

(Exclusion of Antisocial Forces)

Article 19.

Party A and Party B represent and warrant to each other that neither they nor any of their officers fall under the category of organized crime groups, companies affiliated with organized crime groups, general assemblymen, or any other similar persons or their members (hereinafter referred to as "Anti-Social Forces" ), and that they do not fall under any of the following categories and will not fall under any of the following categories in the future.

(i) To allow Anti-Social Forces to use one's own name.

(ii) Having a relationship in which antisocial forces are deemed to exert substantial control over management.

(2) Party A or Party B may terminate this Contract without any notice if it is found that Party A or Party B has violated any of the preceding paragraphs.

(3) If this Agreement is terminated pursuant to the provisions of this Article, the terminated party may not make any claim against the other party for damages arising from the termination.

(Governing Law)

Article 20.

This Contract and the individual agreements shall be governed by and construed in accordance with the laws of Japan.

(Agreed Arbitration Jurisdiction)

Article 21.

Any dispute arising out of this Contract or any individual contract shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association (JCAA). The place of arbitration shall be Hiroshima, Japan.

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