

SICK K.K.
GENERAL TERMS AND CONDITIONS

as at June, 2023

These General Terms and Conditions are part of all offers and contracts on deliveries and services accomplished by SICK K.K., Japan (hereinafter referred to as “Seller”) and shall form the basis of the agreement with Purchaser and Purchaser's order of such deliveries and services. Upon placing the order by Customer and order confirmation by Seller, these General Terms and Conditions constitute the individual contract between Purchaser and Seller. However, these Terms and Conditions are subject to and may be replaced by an individually negotiated and mutually agreed upon contract between Purchaser and Seller, and each of the articles set forth in these Terms and Conditions may be mutually amended by the parties. Such amendments or individual agreements on replacements of articles require the written consent by the Seller.

Article 1 (Basic principles)

The parties hereto shall carry out this transaction based on an idea of mutual prosperity on the basic principles, and for the purpose of contributing to the progress and development of the society in accordance with the principle of good faith.

Article 2 (Individual contract)

- 2-1 The parties hereto shall be entitled, by mutual agreement, to exempt application of part of each Article set in this Agreement or set in an article or articles different from each Article set in this Agreement in an individual contract to be entered into separately item by item.
- 2-2 The individual contract between the parties hereto shall come into effect after Purchaser delivers, hands over, issues or sends to Seller the written order sheet or a document equivalent to it that prescribes a date, a month and a year for products or services which are subject to order (hereinafter referred to as “Product”) to be delivered by Seller to Purchaser, the Product number, quantity, price, time of delivery, and the place of delivery, and Seller agrees to the contents of the Purchaser's order sheet.
- 2-3 If Seller suffers a loss resulting from alterations or cancellations by Purchaser of the individual contract, Purchaser shall be liable to compensate for the loss upon request.

Article 3 (Prices)

- 3-1 Seller shall submit its estimate to Purchaser in accordance with the request made by Purchaser as soon as practicable.
- 3-2 Seller's offer prices shall be based on the place of delivery designated by Purchaser, except in a special agreement between the parties hereto, and include a packing charge, the cost of transport, and all the other necessary expenses for the purchase of the Product by Purchaser. If Purchaser requests coverage of insurance, Seller shall, at the cost of Purchaser, take care of corresponding insurance coverage against adequate compensation.
- 3-3 In case the Seller is contractually obliged to carry out installation, assembly and/or commissioning, the Purchaser shall bear, in addition to the agreed remuneration for the delivery, the costs for installation, assembly and / or commissioning according to the price list of the Supplier effective at the time of performance as long as nothing to the contrary has been agreed upon.
- 3-4 If the prices for the Product quoted by Seller are found inappropriate due to price fluctuations, the parties hereto shall

have the right to change the offer prices by mutual agreement.

Article 4 (Payment)

- 4-1 Purchaser shall pay the contracted price to Seller in a method separately prescribed in writing by mutual agreement. Unless otherwise specified, Purchaser shall, at Seller's option, either pay Seller in advance or pay Seller on a cash-on-delivery basis or close the account at the end of the month after the Product is delivered to Purchaser and pay Seller the price by means of a bank transfer at the end of the following month.
- 4-2 The Purchaser is only entitled to retain payments or to offset counterclaims insofar as such counterclaims are undisputed, ruled with res judicata effect by a court of law or are ready for a decision after pending suit.

Article 5 (Delivery date)

- 5-1 Delivery date means an appointed date upon which the Product pursuant to an individual contract should be delivered at the place agreed upon with Purchaser, and Seller shall strictly observe the delivery date of the Product stipulated in the individual contract. However, Seller shall not be held liable in any way for any delay in delivery due to reasons not attributable to Seller. The condition for the compliance with deadlines and dates for deliveries and services is the timely provision of all performances to be rendered by the Purchaser, in particular, the provision of any documents, required permissions and releases - especially of plans - as well as compliance with the agreed payment terms and any other obligations of the Purchaser. If these prerequisites are not fulfilled on time, the time periods and dates shall be adequately extended.
- 5-2 If the delivery is delayed for any reason not attributable to Seller, for example, in the event of force majeure or other disruptions beyond the control of the Seller, such as serious health hazards such as epidemics (e.g. Covid-19) or nuclear radiation, war, terrorist attacks, riots, and other similar occurring threats as well as labor disputes, including at the subcontractors of the Seller, delay of marine transport, or governmental acts, such as import and export restrictions, or disruptions of operations, Seller shall not bear any liability whatsoever and the parties agree to extend the time periods for the performance by the Seller by the duration of the force majeure event plus an appropriate start-up period.
- 5-3 In the event Purchaser has a mandatory right to withdraw from the contract, the Purchaser shall upon request of the Seller declare within reasonable time, after setting a reasonable period of grace, whether they insist on delivery or wish to rescind the contract due to the Seller's delay.
- 5-4 If any delay in delivery of the Product is anticipated, Seller shall immediately consult with Purchaser. If delivery of the Product is delayed due to a reason attributable to Seller and, as a result, Purchaser incurs any damage, Purchaser may demand compensation from Seller. The amount of the compensation, as Purchaser's sole remedy for the delay, shall be the amount of damages actually incurred by Purchaser up to a maximum of 1% of the relevant individual contract amount per complete week of delay, but not exceeding (in aggregate) 5% of the relevant individual contract amount, and shall be finally decided on a case-by-case basis upon consultation between both parties.

5-5 Partial deliveries are permitted, if reasonable to the Purchaser.

Article 6 (Incoming-Product inspection and acceptance)

6-1 Purchaser shall inspect the Product promptly after delivery in accordance with the inspection method, and inspection standard agreed upon earlier on consultation with Seller and accept only the Product that has successfully passed such inspection (hereinafter referred to as "Product Inspection"). Purchaser shall notify Seller in writing within five (5) business days after delivery of any Product that fails to pass Product Inspection (hereinafter referred to as "Rejection Notice"). If Seller does not receive a Rejection Notice from Purchaser within five (5) business days after delivery, Purchaser shall be deemed to have accepted the delivered Product. After receiving a Rejection Notice, Seller shall determine on its own discretion either to deliver a replaced product or provide repair or discount. In addition, if Purchaser begins to use the Product in spite of having provided a Rejection Notice, Purchaser shall be deemed to have accepted the Product. If Seller determines to deliver a replacement, and the delivery is completed after the time of delivery specified in the individual contract, Seller shall not be liable for the delayed delivery.

6-2 If the parties hereto agree in advance to omit the Product Inspection despite the provision in Article 6-1 above, Purchaser shall accept the Product immediately after Seller deliver to Purchaser, and the omission of the incoming Product Inspection is considered to have made the incoming Product Inspection.

6-3 Notwithstanding Article 6-1 and 6-2 above, if Purchaser finds after Product Inspection that the Products delivered do not conform to the content of the individual contract in terms of quality, only if Purchaser has notified Seller accordingly in writing within one (1) month from the date of Seller's delivery of the Product to Purchaser, Purchaser may, with Seller's consent, accept a part or the whole of such Product with an appropriate discount. The amount of discount shall be mutually agreed upon between the parties.

6-4 To the extent that installation, assembly or commissioning has been agreed upon, the Purchaser shall, at their own expense, provide in due time;

- a) the articles and materials required for assembly, installation and commissioning, such as scaffolding, wedges, lubricants, fuels, etc.;
- b) operating power and water at the place of operation, including the necessary connections, heating and light
- c) protective clothing and protective devices necessary due to special circumstances at the installation site.

6-5 Before the start of the work, the Purchaser must provide without request the necessary specifications concerning the location of hidden power, gas, or water pipes, or similar constructions, as well as the required static specifications.

6-6 Before beginning with the installation or assembly, free issue equipment as well as all other Products necessary for the performance of the works must be at the site, and any preparatory works must be in such a state that the installation or assembly staff will be able to start their work as agreed after arrival and finish it without interruption. Access to as well as the site itself must be paved, cleared and freely accessible.

6-7 Should the installation, assembly, or commissioning be delayed due to circumstances not attributable to the Seller, the Purchaser shall be obliged to bear to a reasonable extent the costs arising from waiting periods or for the necessary travels of installation or assembly staff.

6-8 Upon the Seller's request the Purchaser shall confirm in writing the working hours of the assembly staff as well as the completion of the installation, assembly or commissioning.

6-9 The Seller is entitled to request acceptance of the works after completion of delivery, installation, assembly or commissioning of the Product. If the Seller has granted the Purchaser a reasonable period of time for acceptance after completion of the service and the Purchaser does not refuse acceptance within this period of time, stating at least one significant defect, the acceptance is deemed granted. Acceptance is also deemed granted if the work has been put into use, if applicable, after an agreed testing period.

Article 7 (Transfer of risk)

7-1 The risk shall pass to the Purchaser with the completion of the delivery. To the extent the Seller has also assumed installation, assembly or commissioning, the risk shall pass to the Purchaser with the delivery of the delivery Product at the installation or assembly site.

7-2 Should the dispatch of the delivery Product or installation, assembly or commissioning be delayed or omitted due to reasons attributable to the Purchaser, the risk shall pass to the Purchaser at the time when it would have passed to the Purchaser had no delay occurred.

7-3 The Seller shall, on request and at the expense of the Purchaser, insure the delivery Product against theft, breakage, and damage caused by transportation, fire or water or against any other insurable risks.

Article 8 (Secrecy of Know-How)

8-1 Neither Seller nor Purchaser shall disclose any confidential information it receives from other party regarding this Agreement that is marked "Confidential" (or a comparable legend) – herein referred to as "Confidential Information" – to any other person, firm, or corporation, or use the information for its own benefit, except for the purpose of evaluation in order to prepare and submit a quotation to the other party of this Agreement for the products or in case such information

- a) was in the receiving party's possession or was known to the receiving party at the time it was communicated to the receiving party by the disclosing party;
- b) entered the public domain subsequent to the time it was communicated to the receiving party by the disclosing party through no fault of the receiving party;
- c) was in the public domain at the time it was communicated to the receiving party by the disclosing party;
- d) was rightfully communicated to the receiving party free of any obligation of confidence subsequent to the time it was communicated to the receiving party by the disclosing party.

8-2 In any other case, the Purchaser shall not be permitted to use or disclose Confidential Information or trade secrets within resulting from the observation, study, disassembling, decompiling, reproducing, reengineering and/or reverse engineering or testing of any publicly or non-publicly available product or item of the Seller.

8-3 Confidential Information may only be made available to such employees of the Purchaser that have a need to know for the fulfillment of the contractual purpose and have been obligated to non-disclosure under terms at least equivalent to the contract. Upon request, all Confidential Information in its entirety (including any copies or records if available) must be returned or destroyed without delay and any use must cease immediately.

Article 9 (Claims for Defect)

- 9-1 Seller is obliged to ensure that the Product Seller sells to Purchaser meets the requirements in accordance with the prescribed specification. The period of non-conformance liability is one year after delivery of the Product to Purchaser.
- 9-2 The Purchaser shall notify Seller in writing of any quality defects without delay.
- 9-3 Any items or services which turn out to be defective as to quality shall, at the option of Seller, be repaired or redelivered free of charge. The Purchaser shall not be entitled to refuse delivery due to defects with no or only immaterial effects to the function of the delivery Product.
- 9-4 The Purchaser shall grant the Seller the required time and occasion to perform the necessary remedy and replacement. Only in urgent cases, where operational safety is at risk or to prevent disproportionately large damage, shall the Purchaser be entitled to remedy defects itself or have them remedied by third parties and to demand reimbursement of the accrued costs from the Seller. The Seller shall be notified in such cases without delay.
- 9-5 If the remedy is not accomplished within a reasonable time period, or fails, the Purchaser shall be entitled to withdraw from the contract. If the defect is insubstantial, the Purchaser shall only be entitled to a reduction in price. In any other case, the right to a reduction in price shall be excluded.
- 9-6 Of the costs caused by the repair or replacement, the Seller shall- provided the complaint is legitimate - bear the costs of the replacement part including shipment. Furthermore, the Seller shall bear the costs of providing the necessary assemblers and helpers, if any, including travel costs, unless this would impose a disproportionate burden on the Seller.
- 9-7 Claims for reimbursement due to the removal of defective delivery items and the installation or attachment of repaired or replaced delivery items shall be limited to 50% of the contract price (net) of the delivery item concerned.
- 9-8 Defects as to quality do not apply to the following cases: Inappropriate or improper use, incorrect assembly and/or putting into operation through the Purchaser or third parties, wear and tear, incorrect or negligent treatment, improper maintenance, use of inappropriate equipment, electrochemical or electrical influences- unless caused by the Seller.
- 9-9 If the Purchaser or any third party remedies a defect improperly, the Seller shall not be liable for the resulting consequences. The same applies to any changes made to the delivery Product without prior approval by the Seller.

Article 10 (Intellectual property rights)

- 10-1 The Seller reserves all rights to copyrights and the right to register intellectual property rights. Documents provided hereunder which contain Confidential Information remain the property of the Seller. Documents pertaining and attached to the offer, such as illustrations, drawings, technical specifications, and other documents, are subject to the property right and copyright of the Seller; the Purchaser is not entitled to grant access to the aforesaid documents to third parties.
- 10-2 If Seller has infringed or allegedly infringed any third party's intellectual property rights in relation to Article 10-1, Seller shall inform Purchaser in writing without delay.
- 10-3 If the use of the Product causes an infringement of intellectual property rights or copyrights, then the Seller shall, at its own cost, provide the Purchaser with the principle right to use, or shall modify the Product in a way acceptable to the Purchaser,

but at the same time to avoid any further infringement of intellectual property rights.

- 10-4 If this is not enforceable at economically adequate conditions or in reasonable time, then the Purchaser shall be entitled to withdraw from the contract. Subject to the mentioned prerequisites, the Seller too shall be entitled to withdraw from the contract.
- 10-5 Furthermore, the Seller shall indemnify the Purchaser from uncontested or legally binding claims caused by the infringement of intellectual property rights due to the use of the Product.
- 10-6 The aforementioned liabilities of the Seller shall apply only if:
- (1) the Purchaser gives written notice to the Seller on the claims asserted by third parties without delay and
 - (2) the Purchaser does not accept an infringement and all defense actions are reserved to the Seller
 - (3) the Purchaser is not responsible for the infringement of intellectual property rights, and
 - (4) the infringement was not caused due to special requirements by the Purchaser, or an application unforeseen by the Seller, or due to the Purchaser having modified the Product, or used the Product along with a product not delivered by the Seller.
 - (5) the written notice by the Purchaser stated above in (1) is provided to the Seller within one year after the delivery of the Product.

Article 11 (Retention of Title)

- 11-1 The delivered Product shall remain the property of Seller as reserved Product until complete payment for the delivered Product has been made by Purchaser.
- 11-2 Purchaser shall be obligated to inform third parties in advance that Seller retains ownership of the Product.
- 11-3 The assertion of title by Seller shall not constitute an exercise by Seller of its right to withdraw from the contract.
- 11-4 If a third party lays claim to the proprietorship or any other rights, or takes legal steps against the Product that remains the Seller's property as reserved Product stated in the preceding Article 11-1, Purchaser shall inform Seller without delay of the claim laid by or legal steps taken by the third party, and shall take every possible measure at the Purchaser's expense to protect Seller against the claim by the third party to help Seller retaining the proprietorship.

Article 12 (Special provisions for Digital Solutions)

- 12-1 To the extent that the scope of delivery and service includes firmware ("Firmware"), Seller grants to Purchaser a non-exclusive, non-sublicensable, perpetual right to use the delivered Firmware and documentation, which right is only transferable together with the respective delivery item. Such right of use shall be limited exclusively to the contractually agreed purpose of use. The Purchaser is not entitled to modify, reverse engineer or de-compile the Firmware or to extract parts thereof. Firmware is software which is embedded in a delivery item and is necessary for its elementary functions. For software which is not Firmware, and which is installed and operated locally or in the Purchaser's area of responsibility (on-premise), the General Terms and Conditions for the Provision of Software Products ("AVB Software SICK", available at www.sick.com) shall prevail. For software and services provided for online use, the General Terms and Conditions for the Provision of Software as a Service ("AVB SaaS SICK", available at www.sick.com)

shall prevail. To the extent software or firmware of other providers (third party software) is made available to the Purchaser, the Seller does not grant the Purchaser any rights of use exceeding those granted to the Seller by such third-party provider.

- 12-2 The Purchaser shall take reasonable precautions in case the Firmware does not work properly in whole or in part (e.g., by daily data-backups, fault diagnosis, regular review of the data processing results). If the Purchaser does not expressly indicate a deviating condition in advance, the Seller may assume that the Purchaser has made data backups of all data with which the Seller may come into contact. The Purchaser shall equally ensure the documentation of any settings and parameters, especially in connection with the installation of updates (in particular: bug-fixes, patches, updates, upgrades, etc.) of the Firmware.
- 12-3 The Purchaser shall immediately install any update of the Firmware made available free of charge during the period of non-conformance liability. The Purchaser shall indemnify the Seller against any damages, expenses and claims (including claims of third parties) due to non-compliance with this obligation.
- 12-4 Unless expressly agreed otherwise, such updates will be available on www.sick.com. A separate notification to the Purchaser is not owed.
- 12-5 The right to use the respective previous version of the Firmware ceases with the installation of updates.
- 12-6 If and to the extent that open-source software is provided to the Purchaser, the OSS License Terms shall apply for the granting of rights in addition to and prevailing over the provisions in Article 12-1. If applicable OSS License Terms require the provision of the source code, the Seller shall provide it upon written request, as the case may be, against payment of the costs for shipment and handling. The Seller shall inform the Purchaser about open-source software being used and about the related OSS License Terms, which Seller shall provide to the Purchaser if so, required in such OSS License Terms.

Article 13 (Cancellation of this Agreement and loss of benefit of time)

- 13-1 Should any of the following happen to Seller or Purchaser, the other party of this Agreement shall be entitled to cancel a part or the whole of this Agreement at once without any notice to the other party.
- 13-1-1 If Seller or Purchaser violate any provision of this Agreement and is asked to make a correction within a certain period of time, and yet, the said party fails to make the correction within such period of time.
- 13-1-2 If Seller or Purchaser had dishonored bills disposed, had seizure, provisional seizure effected, had provisional disposition made, and had compulsory execution enforced, or filed for bankruptcy, underwent civil rehabilitation procedure, and filed for taking corporate rehabilitation procedure or has gone into liquidation.
- 13-1-3 Or if Seller or Purchaser's financial position is getting worse or there is a possibility of making the other party believe so.
- 13-1-4 If Seller or Purchaser has its license canceled or is ordered to suspend business by the competent authorities.
- 13-1-5 If Seller or Purchaser has decided on dissolution of its company, mergers with another company, the corporate split-up, reduction of capital, or a transfer of the whole or an important part of business.

13-2 The cancellation of Article 13-1 of this Agreement shall not preclude Seller or Purchaser from seeking damages to the other party of this Agreement.

13-3 If Seller or Purchaser comes under any of the Article 13-1-1 to 13-1-5 of this Agreement, Seller or Purchaser shall naturally lose the benefit of time in relation to its liabilities to the other party of this Agreement without any notice or demand from the other party, and shall be obliged to discharge the whole amount of its debt in cash immediately to the other party of this Agreement.

Article 14 (Damages)

- 14-1 Seller shall be liable for direct damages – regardless of the legal cause – solely;
- (1) in the event of intention
 - (2) in the event of gross negligence
 - (3) in the event of culpable violation of a person/health/life
 - (4) in the event that Seller has fraudulently concealed a defect
 - (5) damages which are subject to the Products Liability Act of Japan for personal injuries or damages to privately used property
- Any further claims, including but not limited to, claims for incidental or consequential damages shall be excluded.
- 14-2 The amount of compensation shall be limited to ordinary and direct damages that have – in fact – occurred. Damages resulting from special circumstances, foreseen or not foreseen by the Seller, as well as in relation to lost profits, data, programs or other intangible goods are not compensable. The total amount of damages to be paid by Seller in connection with this Agreement shall not exceed the total amount paid for the Products sold under the individual contract.
- 14-3 The above exclusions and limitations shall also apply to the liability of officers, employees, representatives, associates, affiliated companies, suppliers and licensors of the Supplier.

Article 15 (Export)

- 15-1 In case of export of the Products or the equipment in which the Product was installed, the Purchaser shall be obliged to adhere to the export control requirements respectively applicable to each delivery Product. In case of a violation of export provisions, the Seller shall be entitled to withdraw from the contract.
- 15-2 If a delivery comprises an export which is subject to official approval, the contract shall not be deemed concluded before such approval is granted. The Purchaser shall be obliged to provide and submit all documents required for an approval.
- 15-3 The Purchaser agrees to provide proof of usage and/or end usage upon request - even if not officially required.
- 15-4 Delays due to export controls shall extend delivery periods accordingly; delivery dates shall be postponed in an appropriate manner.

Article 16 (Adjustment and Withdrawal and Termination)

- 16-1 If and when unforeseeable (force majeure) events pursuant to Article 5-2 modify the economic objective or the content of the delivery substantially or have a substantial impact on the operations of the Seller, the contract shall be adjusted accordingly in good faith, subject to the provision stipulated under Art. 5-4. In the event that such adjustment is not economically reasonable, the Seller shall be entitled to withdraw from the contract.
- 16-2 If the Purchaser is in delay with any payment or if the Seller obtains knowledge of any circumstances which lead or may lead to a material deterioration of the Purchaser's economic

situation, resulting in the fulfillment of the Purchaser's contractual and other obligations being at risk; or if due to other reasons the Purchaser is unable or unwilling to meet its payment obligations when they are due, the Seller may, notwithstanding other rights,

- a) withdraw from or terminate the contract with immediate effect; or
- b) withhold deliveries and/or provide future deliveries or services only against prepayment. In the latter case, Article 11 shall not apply to paid delivery items.

16-3 If the Purchaser breaches any of the provisions of Article 15 or Article 18 the Seller is entitled to terminate the contract with immediate effect or to withdraw from it, in whole or in part. All claims against the Purchaser shall remain unaffected.

Article 17 (Late Payment Charges)

17-1 In the event that Purchaser is late in making payment of any of its financial obligations under this Agreement, etc., Purchaser shall pay to Seller late payment charges at the rate of 14.6% per annum (calculated on a daily basis of three hundred and sixty-five (365) days per year) from the day following the due date until payment is made.

17-2 Seller shall have the right to claim compensation for damages from Purchaser if additional damages are caused by Purchaser's delay in payment.

Article 18 (Anti-Corruption)

The Purchaser shall adhere to all applicable foreign or domestic laws and regulations regarding anti-bribery and anti-corruption. In particular, but without limitation, Purchaser shall not offer, promise, give, request or receive any bribes or other unlawful payments, including in relation to any public official.

Article 19 (Elimination of Antisocial Forces)

19-1 Seller and Purchaser shall each commit the following matters to the other party:

- 19-1-1 That they are not organized crime groups (*boryokudan*), members of organized crime groups, quasi-members of organized crime groups, companies related to organized crime groups, corporate racketeers (*sokaiya*), crime groups specialized in intellectual crimes, or other persons equivalent thereto (hereinafter collectively referred to as "Antisocial Forces");
- 19-1-2 That none of their officers (including directors, corporate auditors, advisors, and other persons substantially involved in management, regardless of their name; the same shall apply hereinafter) are Antisocial Forces;
- 19-1-3 That they are not allowing Antisocial Forces to use their name to enter into this Agreement;
- 19-1-4 That they do not have the following relationships with Antisocial Forces:
 - 19-1-4-1 A relationship in which it is found that Antisocial Forces are being used for the purpose of gaining illicit profits for themselves or a third party, or for the purpose of causing damage to a third party;
 - 19-1-4-2 A relationship in which it is found that they cooperate with or are involved in maintaining or operating Antisocial Forces, such as by providing funds, etc. or favors to Antisocial Forces;
- 19-1-5 That they will not commit any of the following acts with respect to this Agreement by themselves or by using a third party:
 - 19-1-5-1 Use of threatening words and actions or violence

against the other party;

- 19-1-5-2 Use of deception or force to obstruct the other party's business or to damage its credibility.

19-2 If the other party falls under any of the following items, both Seller and Purchaser may cancel this Agreement and the individual contract without notice:

19-2-1 If it is found that the other party has violated the commitments described in Article 19-1-1 through 19-1-4;

19-2-2 If the other party has committed an act in violation of the commitment described in Article 19-1-5.

19-3 In the event that this Agreement and the individual contract are canceled pursuant to the provisions of the preceding paragraph, the canceling party shall not be required to compensate or indemnify the other party for any damage incurred by the other party, and if the canceling party suffers any damage as a result of such cancellation, the other party shall compensate for such damage.

Article 20 (Surviving articles)

No matter whatever the reason this Agreement may terminate, Seller and Purchaser shall agree that in accordance with Article 11 of this Agreement, the following articles will survive this Agreement, and remain effective

- 1) Article 8 (Secrecy of Know-How)
- 2) Article 10 (Intellectual property rights)
- 3) Article 11 (Retention of Title)
- 4) Article 13 (Cancellation of this Agreement and loss of benefit of time)
- 5) Article 14 (Damages)
- 6) Article 16 (Adjustment and Withdrawal and Termination)
- 7) Article 17 (Late Payment Charges)
- 8) Article 19 (Elimination of Antisocial Forces)
- 9) Article 21 (Applicable law)
- 10) Article 22 (Competent court)
- 11) Article 23 (Further discussions for amicable settlement)

Article 21 (Applicable law)

This Agreement is governed by and construed in accordance with the criteria of the laws and regulations of Japan. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

Article 22 (Competent court)

The parties hereto exclusively submit to the jurisdiction of the competent court at Seller's head office address with respect to all disputes arising from the interpretation and performance of this Agreement. However, Seller shall also be entitled to bring action before a court located at Purchaser's place of business.

Article 23 (Further discussions for amicable settlement)

The parties hereto shall discuss further and settle any prior agreements that are not stated in this Agreement and all controversies arising from the interpretation and performance of each article of this Agreement in accordance with the principle of good faith