



TERMS AND CONDITIONS OF SALE:

Scope of Agreement: These Terms and Conditions shall govern the sale of goods and services rendered from Sorfin Yoshimura (“SY”) or its affiliate corporations to the customer (the “Customer”). Any terms or conditions of Customer’s purchase order which do not comply with the terms and conditions set forth below shall not apply to this sale. These terms and conditions shall prevail if there are conflicts with any prior contracts that may exist between SY and the Customer.

Order Acceptance: All Quotes are valid based on the validity term referenced on the quote. If no validity term is listed, then standard validity term is 30 days. All Customer orders are subject to prior credit approval, as determined in SY’s sole discretion. .

Shipment Lead Time: Lead times quoted will be based on the incoterm agreed for the transaction unless otherwise specified. SY shall not be responsible for delays in delivery based [on delays] related to forwarders, freight carriers, customs clearance proceedings or other logistical services.

Freight expenses: Freight expenses quoted in advance of service are understood to be estimated. In the event of extreme freight market volatility, SY reserves the right to requote freight prior to shipment without penalty. If Customer does not agree to the adjusted freight cost offer, order may not be cancelled. Customer order will revert to EXW/FOB/FCA order and customer will be responsible for shipment and timely pickup.

Down Payment: If down payment obligations are a part of a given transaction, down payments received by the Customer are final and are not refundable



Administrative Errors: SY reserves the right to correct administrative errors and/or omissions occurring on quotations and/or order acceptances that are typographical or other such clerical error.

Commissioning/Start up: The cost for commissioning services to set up the equipment to the operational status shall be paid by customer unless otherwise agreed in the contract. Such costs shall be charged at the customary and usual rates incurred by SY for labor, material and overhead in effect at the time the services are rendered. Day fees representing labor rates chargeable from the date of technician departure to the day technician returns home. Travel costs shall be charged as actual. Traveling costs represent all transport costs, including overweight charges, visa costs or any cost required for transportation. Local charges will be covered by the buyer. Local charges are represented by local transportation, hotel, meals, laundry, internet, or any other costs needed for living in the destination during commissioning. Commissioning performed by manufacturer technician supervision. The customer shall not operate the machine without the manufacturer technician approval. The machine shall be set up to meet the specification agreed mutually by customer and SY. The commissioning is complete when the machine is confirmed meeting the specification. Customer shall not use the machine for mass production without commissioning completion and dual acceptance acknowledged in writing.

Inspection / Acceptance: Customer unconditionally assumes the responsibility to inspect cargo prior to shipment or upon arrival to confirm it to be "as ordered".

In the event, final acceptance is part of the scope of a transaction, such final acceptance should be certified in writing in the usual and customary manner as needed at the conclusion of equipment startup if applicable.

In the event this certification is not required or performed, it will be understood as a final sale and accepted at the conclusion of the commissioning/start up visit.



Cancellation / Suspension: Cancellations or suspensions of orders will be possible only with the express consent of the specific manufacturer in the transaction. In the event, cancellations or suspensions lead to expenses, these will be charged to the Customer in full. Payments for such charges are due on receipt of invoice.

Warranty: No Express Warranty is given by SY for goods supplied by SY to our customers. The only express warranty available to the customer is that given (if any) by the manufacturer in accordance with the terms thereof. SY DISCLAIMS AND DOES NOT GIVE ANY IMPLIED WARRANTIES, INCLUDING, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: IN THE EVENT OF ANY CLAIMED OR ACTUAL BREACH OF WARRANTY, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS THE RETURN AND REPLACEMENT OF ANY NONCONFORMING PRODUCT. IN NO EVENT SHALL SY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROPERTY, PERSONAL INJURY, AND LOSS OF BUSINESS OR PROFITS OR OTHER ECONOMIC LOSSES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF RECOVERY.

Patents: Customer agrees that SY is a 3rd party contractor. Any patent related conflicts must be resolved with the manufacturer of record directly. SY will be indemnified and held harmless for all costs and expenses pertaining to Patent and trade secret claims of infringement by 3d parties.

Indemnity: Customer agrees to indemnify SY for all costs and expenses, including reasonable professionals [attorney's] fees, incurred in collecting any unpaid amounts or to enforce this Agreement. Customer agrees to indemnify and hold SY harmless from all losses, expenses, claims, or causes of action arising from Customer's use



or resale of the Product, including any third-party claims for personal injury or property damage, patent infringement, or trade secret violations, regardless of the nature of the claim or whether SY or the Product is alleged to be at fault.

Transfer of Title: Goods sold by SY must be used in accordance with the obligations agreed in the transaction. Customer certifies in writing the consumption of the goods are as documented by the customer. SY will be indemnified and held harmless (see “Indemnity” above) for any transshipment or unauthorized sale or use of goods by parties or in territories that are condemned by the laws and trade rules of the USA and JAPAN.

Governing Law: [The place of performance of] This Agreement, including the sale of the Product, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions or of any right or obligations of the parties hereto shall be resolved according to the applicable domestic laws of the Country where such goods are manufactured, without regard to its conflicts of law rules and not in the country in which the goods are finally shipped to the end user.

Force Majeure: Neither party shall be liable for any failure of or delay in performance of this agreement for the period that such failure or delay is

- Beyond the reasonable control of either party
- Materially affects the performance of any obligations under this agreement, that could not reasonably have been foreseen or provided against, but this will not include general economic conditions or other general market events.
- Acts of God, such as, severe nature or weather events, including without limitation, floods, fires, earthquakes, hurricanes, explosions, war, acts of terrorism, epidemics, acts of governmental authorities such



as expropriation, condemnation, lockdowns, unanticipated changes in laws and regulations, strikes and labor disputes; and certain (??)accidents.

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