

Terms and Conditions for the Purchase and Sale of Parts and the Provision of Technical Services

These "Terms and Conditions for the Purchase and Sale of Parts and the Provision of Technical Services" (hereinafter referred to as the "Terms and Conditions") are intended for the purchase and sale of parts (hereinafter referred to as "Parts") between Mitsui E&S Logistics Systems Division or its group companies (hereinafter referred to as "Mitsui") and Mitsui's customers (hereinafter referred to as "Customers") and related technical services provided by Mitsui engineers (hereinafter referred to as the "Services"). The terms and conditions of the contract shall be set forth in relation to the provision of the Company and shall apply in common to all individual transactions between Mitsui and the customer.

1. Contract

- 1.1 Unless otherwise agreed, a separate contract for the sale or sale of Parts or the provision of the Services (hereinafter referred to as the "Individual Agreement") shall be concluded by the Customer issuing a prescribed purchase order to Mitsui specifying the name, quantity, delivery date and other matters and Mitsui issuing an order acknowledgement to the Customer.
- 1.2 In the event of any discrepancy between the contents of these Terms and Conditions and the contents of the Individual Agreement, the description of the Individual Agreement shall prevail.

2. Price, etc.

Unless otherwise agreed in writing, taxes and charges imposed in connection with the sale of Parts or the provision of the Services are not included in the total price of the Parts or Services as set forth in the Order Acknowledgement (the "Price") and are borne by Customer.

3. Delivery

- 3.1 Unless otherwise agreed in writing, the delivery of the Parts shall be in accordance with the Incoterms 2020 published by the International Chamber of Commerce.
- 3.2 Ownership of the Parts shall be transferred from Mitsui to the Customer upon completion of payment by the Customer. Customer shall comply with Mitsui's request and take all necessary measures with respect to Mitsui's ownership until payment of the Amount.

4. Packing and Marking

Packaging and marking of these parts shall be carried out in accordance with Mitsui's standards.

5. The Service

- 5.1 The price of the Service shall be paid at the time rate prescribed by Mitsui and the working hours of Mitsui's engineers (including actual working hours, as well as travel time and standby time of Mitsui engineers between the place of residence or work of Mitsui engineers and the place of provision of the Service). The amount is multiplied by the following. In addition, in the event that a waiting time occurs in each country due to reasons not attributable to Mitsui, including infectious diseases such as the new coronavirus and epidemics, the customer shall bear the waiting time and expenses during the waiting period in accordance with this Article 5.
- 5.2 In providing the Service, Mitsui's travel expenses for the transportation of Mitsui engineers between the place of residence or work of Mitsui engineers and the place where the Service is provided (including the cost of round-trip air tickets in Business Class). and accommodation costs, as well as all costs necessary for the provision of the Service, shall be borne by the Customer.
- 5.3 The Customer shall provide the following free of charge to Mitsui engineers who provide the Service.
 - i) an on-site air-conditioned office equipped with the furnishings and equipment necessary to provide the Services:
 - ii) Medical Services
 - iii) Communication equipment and copiers
 - iv) Transportation between the place where Mitsui technicians are staying and the place where the Service is provided (including transportation by car).)
 - v) Amounts approved by Mitsui and general liability and worker's compensation by insurance companies.
- 5.4 Unless otherwise agreed in writing, the working hours of Mitsui engineers shall be limited to 8 hours/day and 5 days/week, and shall be closed on Saturdays, Sundays and public holidays at the site and at the place of residence or work of Mitsui engineers. Notwithstanding any other provision of these Terms and Conditions, Mitsui's engineers shall take one day off if they work for 12 consecutive days.
- 5.5 Unless otherwise agreed in writing, Mitsui may use Customer's facilities to provide the Services.
- 5.6 The customer shall have its own personnel (hereinafter referred to as "customer personnel"). and to have Mitsui's engineers cooperate and follow the instructions and

guidance of Mitsui's engineers.

- 5.7 The person responsible for the Customer shall confirm in writing the completion of the provision of the Service by Mitsui, and Mitsui shall not be liable for the provision of the Service after such confirmation, except as described in Article 7.

6. Payment Terms

- 6.1 Unless otherwise agreed in writing, Customer shall pay the Proceeds by wire transfer (T/T) to a bank account designated by Mitsui within thirty (30) days after the delivery of the Parts or the completion of the provision of the Services.
- 6.2 At Mitsui's request, the Customer shall provide Mitsui with appropriate collateral, such as a letter of credit (L/C) issued by a bank acceptable to Mitsui.
- 6.3 Even if the customer has any claim against Mitsui, the customer may not offset the obligation to pay the price.
- 6.4 If the customer fails to pay the Proceeds by the due date, Mitsui may, to the extent permitted by law, return the Parts without a court decision..
- 6.5 In the event that the customer fails to perform its financial obligations to Mitsui, the customer shall pay Mitsui a late payment penalty at the rate of 14.6% per annum from the day following the due date to the date of full payment.

7. Non-conformity

- 7.1 In the event that the Parts or Services do not conform to the terms of the Contract in terms of type, quality, or quantity (except for normal wear, deterioration, corrosion, etc., hereinafter referred to as "non-conformity"), Mitsui shall notify the Company of new Parts within 12 months of shipment from Mitsui or a third party commissioned by Mitsui, and shall not be new (including refurbished and exchanged products) Mitsui or a third party entrusted by Mitsui shall be liable for non-conformity with the contract set forth in this Article only within six months after shipment, and within six months after the completion of provision of the Service (hereinafter referred to as the "Warranty Period"). The customer shall notify Mitsui in writing within one week of the discovery of the non-conformity with detailed documents such as data tables, maintenance and inspection records.
- 7.2 In the case of the preceding Article 7.1, Mitsui shall investigate the content of the Customer's notice, reasonably ascertain whether the non-conformity is attributable to Mitsui, and promptly notify the Customer of the result. If it is reasonably confirmed by Mitsui that the non-conformity is due to reasons attributable to Mitsui, Mitsui shall repair or replace the part of the contract that is non-conforming (including replacement with a substitute with equivalent performance). The same shall apply

hereinafter) to be done.

- 7.3 The terms and conditions of delivery in the case of replacement of this part shall apply mutatis mutandis to the provisions of Article 3.1.
- 7.4 The provisions of Article 5.2 shall apply mutatis mutandis to the burden of expenses incurred by Mitsui in order to repair or replace any part of the contract that is non-conforming pursuant to Article 7.2.
- 7.5 Mitsui shall not be liable for non-conformity if the non-conformity arises from the repair or replacement of the Parts carried out by the Customer or by a third party, or the provision of related technical services.
- 7.6 Mitsui's liability for non-conformity shall be limited to the repair or replacement of non-conformity as set forth in Article 7.2, and Mitsui shall not be liable for any Parts or Services if not notified by the Customer within the warranty period.

8. Intellectual Property Rights

- 8.1 Nothing in these Terms and Conditions shall be applied to any patent, utility model, design, trademark, or copyright (including the rights under Sections 27 and 28 of the Copyright Act) relating to the Parts. It does not transfer any other intellectual property rights to the customer.
- 8.2 Mitsui shall not be liable for any infringement of the intellectual property rights of any third party by the Parts or the Service resulting from the Customer's instructions, and any dispute or claim arising from such infringement shall be resolved by the Customer alone.

9. Termination

- 9.1 Mitsui and the Customer may terminate the Individual Agreement in whole or in part by notifying the other party in writing. In this case, the terminating party shall compensate the other party for any damage incurred by such termination.
- 9.2 Either party may terminate all or part of the Individual Agreement by notifying the other party in writing if there is any reason falling under any of the following items: In this case, the party concerned shall not be prevented from claiming damages against the other party.
 - i) In the event of a breach of these Terms and Conditions or Individual Agreement;
 - ii) When there is a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, or special liquidation.
 - iii) When a bill or check drawn or underwritten by the applicant is dishonored even once.

- iv) When the business is suspended, or the business license or business registration is revoked by the supervisory authority.
- v) When a resolution is made to reduce capital, abolish or change the business, or dissolve the business.

10. Limitation of Liability

- 10.1 Notwithstanding any other provision of these Terms and Conditions, the scope of damages that Mitsui may compensate to the Customer shall be limited to ordinary damages actually suffered as a direct result of reasons attributable to Mitsui, and Mitsui shall not be liable for any loss of profits, loss of business, loss of non-operation, loss of raw materials or products, indirect damages, or similar damages.
- 10.2 The cumulative total amount of damages for damages in connection with the performance of Individual Agreements by Mitsui shall not exceed 30% of the Gross Price, regardless of default, liability for non-conformity with contract, unjust enrichment, tort or other cause of action. .
- 10.3 In the event that damage to the life, body, or property of a third party occurs due to a defect in the Parts due to reasons attributable to Mitsui, Mitsui shall compensate for such damage. The scope and amount of damage to be compensated shall be determined through consultation between Mitsui and the customer after the customer notifies Mitsui of detailed documents such as data tables, maintenance, and inspection records, and the customer and the customer settle the damages with the third party concerned (whether in court or out of court). The customer shall obtain the prior consent of Mitsui.

11. Export Control

Either party shall, in fulfilling its obligations under these Terms and Conditions and the Individual Agreement, comply with relevant laws and regulations relating to the export of technology, such as the Foreign Exchange and Foreign Trade Act, as well as the laws and regulations relating to the export control of the export destination and the U.S. Export Administration Regulations. .

12. Force Majeure

Natural disasters or other natural or man-made events for which Mitsui is not attributable (including, but not limited to, actions by governments, citizens, or the military, strikes and other labor disputes by workers, fires, floods, epidemics, wars, riots, civil revolts, transportation delays, and shortages in the supply of raw materials, parts, fuel, gas, and electricity). Any delay or failure to perform in whole or in part

of these Terms and Conditions or the Individual Agreement shall not be a breach of these Terms and Conditions or the Individual Agreement, and Mitsui shall not be liable for it.

13. Confidentiality

13.1 Neither party shall disclose or divulge to any third party any confidential information of the other party disclosed by the other party pursuant to these Terms or a Separate Agreement without the prior written consent of the other party. However, this does not apply to information that falls under the following items.

- i) Information that was already publicly known at the time of disclosure
- ii) Information that has become publicly known after disclosure for reasons not attributable to the individual
- iii) Information lawfully obtained from a third party without any obligation of confidentiality.
- iv) Information developed by the company without relying on the information disclosed.

13.2 Notwithstanding the provisions of the preceding Article 13.1, if Mitsui and the Customer are obliged to disclose Confidential Information by law, etc., or by order of a government agency, Mitsui and the Customer may disclose such Confidential Information to the extent that such obligation is imposed upon the other party upon prior written notice.

13.3 The obligations set forth in this Article shall remain in effect for a period of three (3) years after the termination of the Individual Agreement.

14. Assignment

Neither party shall assign to any third party, pledge itself as collateral for a third party, or otherwise dispose of any rights or obligations arising under these Terms or Conditions or any Individual Agreement without the prior written consent of the other party.

15. Amendment

These Terms and Conditions may only be amended if Mitsui and the Customer agree in writing with their name, seal, or signature.

16. Governing Law

These Terms and Conditions and Individual Agreement shall be governed by and construed in accordance with the laws of Japan.

17. Arbitration

All disputes, controversies or differences of opinion that may arise in connection with these Terms and Conditions or any Individual Agreement shall be finally resolved by arbitration in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The seat of arbitration shall be Tokyo (Japan).