

Date: April 1, 2023

General Terms and Conditions

Except as otherwise agreed to in writing by MITSUI E&S CO., LTD. the following terms and conditions as well as those appearing on the quotation shall apply to all purchase orders accepted and all sales of the product and parts (hereinafter called "the Product") described in the quotation. Should there be any conflict between the provisions of the quotation and those herein contained, the former shall prevail.

(MITSUI E&S CO., LTD. is herein called "the Seller" and the person whom the quotation is submitted and with whom any contract resulting therefrom may be concluded by the Seller is herein called "the Buyer".)

1. Warranty

- (1) The Seller warrants the Products newly manufactured to be free from defects in material and workmanship for the period of eighteen (18) months from the date of shipment or twelve (12) months after start up of the operation whichever comes earlier provided that the Buyer gives the Seller written notice of any defect and satisfactory proof thereof promptly upon discovery of such defect but in no case later than fifteen (15) days after expiration of the aforesaid warranty period.

(Note: The aforesaid warranty period shall not apply to any liquid packing and painting materials.)

- (2) The Seller also warrants the reconditioned/repaired products to be free from defects in workmanship for the same period as above (1).

However, Seller shall be liable for neither performance/quality of the reconditioned/repaired products themselves nor any reused commodities.

- (3) The Seller's obligation under the aforesaid warranty shall be limited to, at the Seller's option, (a) repairing, (b) replacing or (c) supplying a replacement parts for any part of the Product which, if properly installed, used and maintained, proves defective owing solely to causes attributable to the Seller's material or workmanship. Without limiting the generality of the foregoing, the Seller shall not be liable for any defect of the product such as rotor bending, which is attributed to improper maintenance, operation failure including incompliance with Instruction & Operation Manual of the Seller (the "Manuals"), or operation mistake by the user regardless of the aforesaid warranty period. The Buyer shall be entitled to any warranty claims hereunder if and only to the extent the Buyer proves in writing that the Manuals has been followed by the Buyer and the user in all aspects.

- (4) The Seller's obligation under Paragraphs (1), (2) and (3) hereof shall neither exceed the contract price nor apply to the Product or any part thereof which is normally consumed in operation or has inherently consumed in operation or has a normal life inherently shorter than the warranty period stated herein.

2. Limitation of Liability

- (1) The total liability of the Seller on any claim whether in contract, tort (including negligence) or otherwise, arising out of, connected with or resulting from the performance or breach of any contract based upon the quotation shall not exceed the price of the Product or the value of any part thereof which gives rise to the claim.
- (2) In no event, whether as a result of breach of contract, warranty, alleged negligence or liability without fault, shall the Seller be liable for special, indirect or consequential damages.
- (3) In the event of delay in the delivery of goods, the Buyer shall be entitled to liquidated damages at the rate of

0.03% per day of the contract price of the delayed portion. The total liquidated damages shall not exceed 5% of the total contract price.

3. Industrial Property Rights

Nothing herein contained shall be construed as transferring to the Buyer any patent, utility model, design, trademark or copyright with respect to the Product.

The Seller not be held responsible for infringement on any industrial property right belonging to third parties which is caused by the Buyer's instructions to the Seller and any dispute or claim arising out of, relating to or in connection with such infringement shall be settled solely by the Buyer.

4. Terms of Payment

100% shall be paid within one month after the end of the month after delivery.

5. Cancellation

If there should be any cancellation for any reason initiated by the Buyer, Seller has the right to charge the Buyer the actual cost of the items already have been produced, including all related costs.

6. Suspension

In the event that the Buyer requests a delay in the delivery date, the Seller reserves the right to charge additional fees to cover any costs incurred as a result of the delay. These additional costs may include, but are not limited to, storage fees, administrative costs, and any other direct expenses resulting from the Buyer's request for a delay. The Buyer agrees to pay such additional charges as invoiced by the Seller. The new delivery date shall be mutually agreed upon by both parties.

7. Force Majeure

Force Majeure means any event caused by occurrences beyond a party's reasonable control, including, but not limited to, acts of God, fire or flood, earthquake, war, civil or military disturbances, terrorism, labor dispute, pandemic, system malfunction, governmental regulations or interferences ("Event of Force Majeure.") On the occurrence of any Event of Force Majeure, the Seller shall have the sole discretion to extend the time of delivery of the Commodity or performing its other obligations under this Contract during such period as the Event of Force Majeure shall continue or to terminate the Contract wholly or partially. The Seller shall not be held responsible or liable for any damage, loss, liability or expense of any nature whatsoever (including direct or indirect loss/consequential loss), incurred to the Buyer as a result of the Seller invoking this Article 5.

8. Arbitration

In the event of any dispute, controversy or claim arising out

of or relating to the quotation or any contract resulting therefrom the parties shall exert their best efforts to consult with each other in good faith with the view to arriving at a mutually satisfactory agreement; however, in case of failure to reach an amicable settlement, any such dispute, controversy or claim shall be settled by arbitration held in Tokyo, Japan in accordance with the Rules of the Japan Commercial Arbitration Association, and the award made pursuant to such arbitration shall be final and binding upon both the Buyer and the Seller.

(This Article, insofar as it prescribes arbitration, shall not be applicable in the event the law of the Buyer's country does not recognize the validity and enforceability of an arbitral award rendered in accordance with the rules of the Commercial Arbitration Association.)

9. Governing Law

These General Terms and Conditions, the Purchase Order, and the Order Acknowledgement shall be governed by the laws of Japan.
