

General Purchasing Terms and Conditions	September 1st, 2021	Rev.	0
	Nippon Daiya Valve Co., Ltd.	Page:	1/2

- ① Delivery of the goods ordered by us will be terminated upon completion of delivery and/or acceptance inspection by us or our designated consignee.
The Seller shall be responsible for any damages incurred by the time except those attributable to us or our designated consignee.
- ② If the Seller fails to comply with our order or if we find it difficult to comply, all or part of the order may be cancelled.
Whether or not the order is cancelled, any damages, at the time of acceptance of the taking-over of the ordered goods in the event of any damage or delay of delivery caused by the default, the Seller shall be reasonable to bear the delay charge, even in the case that we accepted to receive the goods.
- ③ Damages (foreseeable extraordinary losses, consequential damages and lost profits, increased costs and to the extent reasonable attorneys' fees) caused directly or indirectly by defects in raw materials, defects in design and manufacture, incomplete packaging, etc. shall be borne by the Seller.
In the event of any damages to Third Party caused by the Seller or any disputes with the Third Party caused by the damages, the Seller shall be responsible to handle and resolve at the Seller's expense.
- ④ In the event our orders conflict with patents, utility model rights, and copyrights and other intellectual property rights of Third Parties, the Seller shall be responsible to handle and resolve at the Seller's expense.
If we suffer damages as the result, the Seller shall be responsible for compensation of the damages.
- ⑤ In the event that we reimbursed the Third Party for damages caused by the good of the order, based on the product liability law or regulations, the Seller shall reimburse us the damages.
And if we request, the Seller shall insure products liability insurance with us as an additional insured in advance.
- ⑥ With respect to any Third Party's damage resulting from our order or the use of the same as a part of our products, the Seller shall cooperate to provide the necessary technical data and data related to the design, manufacture and quality control of the relevant order upon request and to investigate the cause.
- ⑦ Information, materials, technical and business knowledge provided by us or our consignee with respect to our orders shall not be disclosed or divulged to any Third Party without our acceptance.
In the event of any damage caused by the Seller in violation, the Seller shall be liable for such damages.
- ⑧ If the ordered goods or technologies are subject to export control regulations or laws, the Seller shall inform us in advance.

General Purchasing Terms and Conditions	September 1st, 2021	Rev. 0
	Nippon Daiya Valve Co., Ltd.	Page:2/2

- ⑨ The Seller shall comply with relevant laws, regulations, orders and other rules in the performance of our order.
- ⑩ The Seller shall express that the Seller is not an organized crime group, a member of an organized crime group, an organization related to an organized crime group, or any other anti-social force, nor anti-social representing and ensure that the parties concerned do not belong to a juridical person, etc. in which the parties concerned are substantially involved in management are such organizations and same in future.
- ⑪ Our basic payment terms: as described in individual order.
- ⑫ In the event of non-conformity of the ordered goods, we reserve the right to order either of /any of repair, furnish substitutes or reduce the prices within one year after we found the non-conformity.
- ⑬ In the event that our order relates to construction, a separate construction contract in accordance with the Construction Industry Law may be contracted if necessary.
- ⑭ The Seller is prohibited from transferring or assigning any rights or obligations arising from our orders to any Third Party without our consent.