

GENERAL TERMS AND CONDITIONS OF SALES ENDRESS+HAUSER JAPAN CO., LTD. ("GTC")

1 SALES TERMS

The sales terms under which the Company sells and the Purchaser buys the product and the contractual service described in the estimate (hereinafter referred to as the "Transaction") shall be, unless otherwise agreed in writing, the terms and conditions provided in this order. In addition to these GTC, special terms may apply if agreed upon in writing (as e.g. special terms for software or special services). We may amend these GTC at any time with effect for the future. The valid issue of the GTC is always published on our homepage (see: www.jp.endress.com).

The customer's terms and conditions of business are valid only to the extent that we accept them in writing.

Notifications by fax or e-mail qualify as written form under these GTC.

2 PRICE

The price of the Product shall be valid before the effective period of the estimate expires.

Unless otherwise agreed upon in writing, the invoices shall be payable within the due date of the invoice.

3 DELIVERY

Delivery means for the Company to give possession of the Product to the Purchaser or the party nominated by the Purchaser, or, where the Company installs the Product, for the Company to complete the installation.

4 INSPECTION

1. The Purchaser shall conduct inspection of the Product within seven business days from the Delivery thereof.

2. If the Purchaser discovers an apparent defect in the Product during the inspection, the Purchaser shall notify the Company thereof in writing within seven business days from the Delivery thereof, and if there is no such notification received within such period, the Product shall be deemed to have passed the inspection and been accepted.

3. If the Product is rejected during the inspection, the Company shall deliver replacing Product or more Product to meet the agreed quantity, or repair the defective Product without charge.

5 TRANSFER OF OWNERSHIP

Ownership title to the Product and Risk of loss, damage, etc. thereof shall transfer from the Company to the Purchaser upon the time of Delivery thereof.

6 WARRANTY

1. The warranty period of the Product shall expire on the day when eighteen months have passed from the Delivery or twelve months from the installation (startup) thereof, whichever comes earlier.

2. The warranty period of new parts shall expire in twelve months from the Delivery thereof by the Company.

3. The warranty period for repair and service shall expire in six months from the completion of repair or service.

4. Calibration shall be intended to confirm precision of equipment at the time of the calibration but not to guarantee behavior of the equipment.

5. Non-adaptability, failure or defect etc. due to a fault not attributable to the Company shall not be covered by the warranty.

6. The Company shall not warrant anything unless otherwise expressly provided or separately agreed in writing.

7 DAMAGES

Damages liable by the Company to the Purchaser in relation to the Transaction shall be limited to direct and actual damages regardless of cause and ground; shall not include lost profit, consequential damages, etc.; and shall not exceed the sales price of the Product (including installation expenses).

8 NON-ASSIGNMENT OF RIGHTS AND OBLIGATIONS

Neither party may assign or offer for security interest to a third party, any and all rights or obligations under the Transaction, in whole or in part, without written consent of the other party.

9 FORCE MAJEURE

The Company shall not be liable for impossibility, delay, etc. of performance caused by an earthquake, typhoon, floods or any other natural disaster; terrorism, war, fire, strike, contagious disease or any other man-made disaster; enactment and enforcement of a law, order or regulation by the government or any other acts of the government; or any other event not controllable by the Company.

10 COMPLIANCE

10.1 ANT-BRIBERY AND ANTI-CORRUPTION

We comply with all applicable laws and regulations relating to anti-bribery and anti-corruption. Customer shall comply with such laws and regulations as well and undertake all necessary actions to do so.

10.2 IMPORT AND EXPORT CONTROL REGULATIONS

We comply with all applicable laws and regulations relating to import and export control. Customer shall comply with such laws and regulations as well and undertake all necessary actions to do so.

10.3 INDEMNIFICATION

Customer shall indemnify and hold us harmless against all damages, costs and expenses arising from any violation, alleged violation, or failure to

comply with above mentioned laws and regulations by customer or any person for whom customer may be responsible.

11 DATA PRIVACY

The Company and the Purchaser shall comply with the obligations of the personal information handling business operator set forth in the Act on the Protection of Personal Information and implement personal information safety control measures to prevent any leakage of personal information.

12 RESALE; RIGHTS TO THE DOCUMENTS

The customer shall resell the Goods only together with the original documentation.

We and/or our licensor retain all proprietary and intellectual property rights to documents, drawings, models, cost estimates, electronic data, and similar items ("Documents") we provide the customer in connection with the delivery of Goods or Services. These Documents must not be made available to third parties unless such permission is evident based on the particular purpose of the contract between us and the customer.

13 DECONTAMINATION/CLEANING OF RETURNED GOODS

We may only accept returned Goods if our decontamination and/or cleaning instructions are strictly complied with. In default of such compliance we reserve the right to resend the Goods at the customer's expense.

14 GOVERNING LAW AND JURISDICTION

Japanese law shall apply. The Tokyo District Court shall have the exclusive jurisdiction for the first instance over disputes in relation to the rights and obligations under the Transaction.

15 ORIGINAL LANGUAGE/TRANSLATION

This is an English translation of the original document in Japanese language. In case of any discrepancies between the Japanese and the English versions, the Japanese version shall prevail.