

STANDARD PURCHASE TERMS

All purchases of Goods and Services by Caldic are governed by these terms unless a separate written contract is established. Caldic reserves the right to modify these terms at its sole discretion, with any changes applying to Orders placed after the date of the modification, or immediately if there is no existing Order

1. Defined terms

“**Agreement**” means these terms, together with each Order (if any) sent to you.

“**Business Day**” means any day not being a Saturday or Sunday, or a public holiday observed in Japan “**Caldic**” means Caldic Japan Co., Ltd. incorporated in 9-1, Kaigan 1-chome, Minato-ku, Tokyo, 105-0022, Japan whose registered office is at 9-1, Kaigan 1-chome, Minato-ku, Tokyo, 105-0022, Japan “**Conflict of Interest**” refers to any scenario in which your or your personnel's personal or business interests or affairs either conflict, could potentially conflict, or appear to conflict with your responsibilities under this Agreement, thereby compromising or calling into question your or your personnel's independence, objectivity, or impartiality.

“**Goods**” refers to the items (and any other outcomes of the Services) that you are to supply, as specified in an Order.

“**Labor Law**” means the employment laws in Japan.

“**Order**” refers to any order, email, or other document issued by Caldic to you, detailing aspects such as the Goods, Services, and price.

“**Party**” means either Caldic or the Supplier; together hereinafter referred to as the *Parties*.

“**PDP Regulations**” refers to local Personal Data Protection Laws and its implementing regulations applicable to you in any jurisdiction as enacted, amended, revised, replaced or changed from time to time.

“**Services**” means the services to be performed by you, including as set out in an Order.

2. Duration

These terms are applicable for the duration specified in any Order, or otherwise for the period during which you supply Goods or Services to Caldic.

3. Payment

You may issue invoices together with tax invoice (which must be valid for tax purposes) at the times specified in any Order. Otherwise, invoices may be issued when the Goods or Services have been provided to Caldic's satisfaction, as communicated by Caldic to you. Except to the extent Caldic reasonably disputes an invoice, Caldic will pay you by the 20th day of the month following the month in which Caldic receives the invoice the payment fall due.

4. Title, risk, and delivery

The risk in the Goods will transfer to Caldic upon the later of delivery or payment. The title to the Goods will transfer to Caldic upon the earlier of delivery or payment, whichever is earlier.

If Caldic informs you in writing (via email) that the Goods are unsatisfactory, the Goods will be held by Caldic until you collect them (no later than 15 calendar days of receipt of such email notice) and issue a refund, at which point the title will revert to you. The risk in the Goods will transfer back to you upon the earlier of either the Goods being collected or the refund being provided.

Goods must be shipped and delivered within the timeframes specified in the Order, or otherwise within 15 calendar days of Caldic placing the order. If these timeframes are not met, Caldic may, without limiting its other rights, cancel any unfulfilled part of the purchase. Caldic is not obligated to accept partial or incomplete deliveries. Receiving a part of a purchase does not bind Caldic to accept future deliveries. Neither Caldic's receipt of a delivery nor any signature provided at the time will imply that the Goods or Services are satisfactory to Caldic. In the event of an overshipment of Goods, Caldic shall only be obligated to pay for the maximum quantity of Goods specified in the Order. All excess Goods delivered beyond the maximum quantity ordered shall be held by Caldic at the Supplier's risk and expense. The Supplier shall promptly provide instructions regarding the disposition of the excess Goods. If no instructions are received within a reasonable time, Caldic may, at its discretion, return the excess Goods to the Supplier at the Supplier's cost or dispose of them in a manner it deems appropriate.

5. Warranties

You hereby warrant that:

- (a) The Goods will conform in all aspects to the specifications agreed by Caldic and samples provided;
- (b) The Goods will be adequately packaged and securely stored until delivery;
- (c) The Goods will be free from any defects, including latent defects; Notwithstanding anything to the contrary in this Agreement, there shall be no limitation on the timeframe for reporting or remedying latent defects in the Goods, provided that such reporting and remedy occur within the shelf life of the Goods as specified in the relevant Order or product specifications. Should any latent defects be discovered, the Supplier shall, at its own expense, promptly remedy the defects or replace the defective Goods with conforming Goods, to Caldic's satisfaction.
- (d) Caldic will obtain clear title to the Goods;
- (e) If you install the Goods, they will be properly installed and integrated into Caldic's systems and property, and will be compatible with them without causing damage;
- (f) The Goods will meet Caldic's (and where applicable, Caldic's customers') requirements, be

suitable for Caldic's intended use and purpose, and meet Caldic's specified specifications;

- (g) Caldic's use of the Goods and receipt of the Services under this Agreement will not infringe upon the rights of any other person;
- (h) You possess and will maintain all necessary consents, licenses, and authorities to provide the Goods and Services;
- (i) The Services will be performed promptly with due diligence, care, and skill by appropriately trained, qualified, experienced, and supervised individuals;
- (j) All information provided by you in connection with this Agreement is accurate, complete, and truthful;
- (k) You do not have any conflicts of interest related to this Agreement.

These warranties are in addition to any other warranties and guarantees implied by law.

6. Health & Safety & Security & Compliance:

You are required to:

- (a) Comply with all laws and regulations which are applicable to your supply of the Goods/provision of the Services.
- (b) Comply with Caldic's Supplier Code of Conduct.
- (c) Consult, cooperate, and coordinate with us to ensure that both parties comply with the Law No. 1 of 1970 on Occupational Safety and its implementing regulations as it pertains to this Agreement;
- (d) Ensure compliance, and ensure that your personnel comply, with their obligations under the Law No. 1 of 1970 on Occupational Safety and its implementing regulations and all other relevant labor safety-related laws and regulations applicable to you in any jurisdiction;
- (e) Adhere to all reasonable directives from us regarding health, safety, and security; and
- (f) Promptly report to us any health and safety incidents, injuries, near misses, or other similar matters that pertain to or impact this Agreement.

7. Employment standards: You must:

- (a) comply with the Labor Law, Employment Act 1968, minimum wage provisions in accordance with each relevant local government (i.e., governor, regent, and/or mayor regulations), and other relevant labor-related laws and regulations; and
- (b) Notify us of any instances where you are under investigation by the Labor Office or Ministry of Manpower (or any other equivalent organization in any jurisdiction), or where you have been found by the Labor Office or Ministry of Manpower (or any other equivalent organization in any jurisdiction) to have violated any of the legislation mentioned in clause 7(a).

8. Access, security, and conduct

Caldic will grant your personnel access to its premises as needed for the provision of Goods and Services. You are responsible for ensuring your personnel adhere to Caldic's security and operational requirements, code of conduct, and other applicable policies and procedures, as communicated to you periodically. Caldic reserves the right to deny access to your personnel if they fail to meet these requirements. You must promptly notify Caldic in writing within a maximum period of 3 (three) Business Days from you become aware of any of the following within such premises:

- (a) any hazard, potential hazard, situation or potential situation where harm may result;
- (b) any accident or serious harm to any person (in such case you must promptly notify Caldic);
- (c) any improvement or prohibition notice is likely to be, or has been issued.

9. Confidentiality

Each Party undertakes not to disclose in any way to any third party this Agreement or any information obtained in connection with the conclusion or performance of this Agreement and which it knows or should reasonably know to be of a confidential nature.

Each Party will keep confidential the other's confidential information, except:

- (a) pursuant to applicable law;
- (b) where the information becomes part of the public domain through no fault of the Party receiving the information.

Where possible, the disclosing Party shall consult the other Party prior to disclosure about the form and contents of the disclosure.

10. Intellectual property

Ownership of intellectual property existing prior to this Agreement remains unaffected by this Agreement. All intellectual property created or discovered by you in performing this Agreement will automatically belong to Caldic upon creation. For intellectual property provided to Caldic that is not owned by Caldic, you grant Caldic a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and sublicensable license to use, copy, distribute, sublicense, reproduce, modify, adapt, publish, transmit, translate, create derivative works from, display, and perform that intellectual property, whether publicly or otherwise.

11. Liability

You indemnify and hold Caldic harmless from any claims, demands, costs, expenses (including attorney fees) arising from product quality issues arising from the Goods supplied.

If Caldic is liable to you under or in connection with this Agreement (including in contract, tort, or equity), Caldic's maximum liability to you is limited to the total payments made to you under this Agreement.

12. Force Majeure

Neither Party will be held liable for failure to fulfill its obligations due to events beyond its reasonable control, excluding strikes and labor disputes. The Party affected by such an event will make every reasonable effort to prevent or eliminate its cause and fulfill its obligations.

13. Termination

Supplier Termination Request: At any time during the term of this Agreement, the Supplier may notify Caldic of its intention to terminate the Agreement. Within 5 Business Days of receiving the Supplier's notice, Caldic will inform the Supplier whether it, at its sole discretion, consents to the Supplier's termination request. If Caldic:

- (a) Consents, the Agreement will be terminated on a mutually agreed date between the Parties; or
- (b) Does not consent, the Agreement will continue in full force as if the Supplier's termination notice had not been given.

Caldic's termination for convenience:

Caldic may terminate this Agreement at any time by giving not less than five Business Days' written notice to the Supplier.

Without limiting any other rights, Caldic may terminate this Agreement by written notice if:

- (i) There is a material breach of this Agreement by the Supplier;
- (ii) An event as described in clause 12 persists for more than 5 days; or
- (iii) In Caldic's reasonable opinion, the Supplier is experiencing or is likely to experience a significant financial issue.

At the conclusion of this Agreement, each Party will return all property and information belonging to the other Party. Termination of this Agreement will not prejudice any rights that have accrued prior to termination or that, by their nature, survive termination.

14. Communication with Caldic

All notices to Caldic in connection with this Agreement must be directed to:

[insert]

15. Subcontracting

The Supplier shall not subcontract any part of this Agreement to another party without the prior written approval of Caldic.

The Supplier remains responsible for delivering the Goods/Services under this Agreement even if certain aspects of the Agreement are subcontracted (subject to Caldic's prior approval).

The Supplier must ensure that:

- (a) each subcontractor is paid promptly;
- (b) each subcontractor is aware of the relevant Caldic policies;
- (c) each subcontractor is fully aware of the Supplier's obligations under this Agreement; and
- (d) any subcontract it enters into is on terms that are consistent with this Agreement.

16. Protecting Personal Information

Personal Information has the same meaning as defined in the PDP Regulations.

The Supplier agrees:

- (a) to use or disclose Personal Information solely for the purposes of delivering Goods/Services and complying with this Agreement, including reporting obligations;
- (b) not to engage in any actions that constitute a personal data breaches as stipulated in the PDP Regulations .
- (c) to otherwise comply with the PDP Regulations and any code established under the PDP Regulations;
- (d) to promptly notify Caldic if the Supplier becomes aware of any breach or potential breach of the PDP Regulations, whether by itself or any of its subcontractor;
- (e) to ensure that all personnel of the Supplier who handle Personal Information for the purposes of this Agreement are informed about and adhere to the obligations outlined in this Clause 16; and
- (f) this Clause 16 survives the expiration or earlier termination of this Agreement.
- (g) Caldic may terminate this Agreement immediately upon written notice to the Supplier if the Supplier alters the price or any terms of this Agreement without the prior written consent of the Caldic. Such termination will be effective as of the date specified in the notice of termination.

17. Resolving disputes

- (a) The Parties agree to use all reasonable efforts to attempt to amicably resolve all disputes arising hereunder promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any such dispute.
- (b) The Parties irrevocably agree that in the event that the Parties are failing to reach an amicable settlement within 30 (thirty) Business Days, any dispute, controversy, or conflict in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), shall be settled by the court of Japan.

18. General

- (a) You may not assign any of your rights under this Agreement to a third party.
- (b) You must maintain complete and accurate records of all matters related to this Agreement, and provide them to Caldic upon request.
- (c) No waiver under this Agreement is effective unless it is in writing.
- (d) Nothing in this Agreement establishes a partnership, agency, or employer/employee relationship.
- (e) This Agreement constitutes the entire agreement (g) between the parties concerning the Goods and Services. (h)
- (f) This Agreement will be governed by the laws of the Japan.

This Agreement does not grant the Supplier any rights to be the sole or exclusive supplier to Caldic. Caldic may assign or transfer its obligations under this Agreement, either in whole or in part, to any of its affiliate companies.