



TOP SEIKO CO., LTD.
1197-4 Hosoe-cho, Nagahama City
Shiga, Japan 526-0105

I. General.

These General Conditions of Sale shall be an integral part of all contractual relationships between the Seller and Buyer, and supersedes all previous negotiations, agreements and commitments. Changes and additions must be made in writing. Conflicting or deviating conditions of purchase or other reservations made by Buyer shall not be effective unless Seller has expressly accepted them in writing for a particular order.

II. Shipment & Delivery.

Unless otherwise stated in the Seller's quotation, all shipments will be E.X.W. All risks of loss and damage shall pass to Buyer upon shipment. Shipment and delivery dates are estimates only, are not guaranteed, and are determined from the date the Buyer's purchase order is received. Seller's failure to ship or deliver as scheduled shall not entitle Buyer to cancel a purchase order or to damages of any kind whatsoever. Buyer's acceptance of all or part of a shipment shall constitute Buyer's waiver of all claims for delayed shipment.

III. Payment.

1. Unless otherwise stated in Seller's quotation, payment terms are Net 30 days from the invoice date.
2. The prices invoiced shall be the Seller's prices effective at the time of delivery.
3. The weight of the goods on which the invoice amount is to be calculated shall be ascertained in the dispatch department of the Seller's plant from which the goods are supplied unless Buyer wishes them to be weighed, at his expense.
4. Buyer shall pay by cash transfer to bank account of Seller on designated payment conditions.
5. Buyer shall examine the Seller's invoice within 10 days after receipt. The Seller's invoice is considered to have been accepted by Buyer if the latter does not object within the allotted period of time.
6. When Seller has reason to doubt the Buyer's solvency or credit worthiness, and Buyer is not prepared to effect advance cash payment or provide Seller with security as requested, Seller shall have the right to cancel that portion of the contract which he has not yet performed.
7. Payment shall not be deemed to have been effected until the amount has been cleared into one of the Seller's accounts.

IV. Price.

Seller's written quotations shall be valid for 30 days from the quotation's date. Seller reserves the right to adjust prices for current costs in effect at the time of shipment.

V. Patents.

Buyer shall indemnify, defend and hold harmless Seller from and against any expenses, costs or losses resulting from alleged or actual infringement of any intellectual property rights arising from Seller's compliance with Buyer's designs, specifications or instructions. Seller gives no warranty of no infringement with respect to the products.

VI. Applicable Laws.

1. These Ts&Cs shall be governed by and construed in accordance with the laws of Japan without reference to principles of conflict of laws.
2. Customary terms of trade shall be interpreted in accordance with the INCOTERMS current at the time.
3. Buyer agrees to comply with all Japanese export regulations which control the products it purchases from Seller.

VII. Force Majeure.

Seller will make a reasonable effort to observe the dates specified herein or such later dates as may be agreed to by Buyer for delivery or other performance. Seller shall not be liable for any delay in performance or inability to perform occasioned by any causes beyond its control or beyond the control of its suppliers, manufacturers, processors, or finishers including, but without limiting the generality of the foregoing, fires, strikes, lockouts, labor difficulties, earthquakes, typhoons, embargoes, floods, delays by carriers, orders, rules or regulations of any foreign and/or domestic governmental authorities, trade associations or any other agency having control over import or export, voluntary quotas, restrictions, controls, unavailability or shortage or delay of any transportation. Intervention of any such cause or causes shall give Seller the right, without liability to Buyer of any kind, to terminate these Ts&Cs with respect to all or any portion of the products affected thereby or, upon removal of the cause, to resume deliveries in such proportions as Seller may determine, until the entire quantity purchased hereunder has been delivered.

VIII. Limited Warranty.

Seller warrants that its products furnished under these Ts&Cs will conform with Seller's published specifications for such products as in effect on the date of shipment (within deviations specified therein) for a period of 30 days from such date. Seller's sole obligation and Buyer's sole remedy under this warranty is limited to repair or replacement of items determined by Seller to be defective or, at Seller's sole option, refund of the purchase price paid to Seller for such items. Seller shall have no liability under this warranty unless Seller is notified in writing promptly upon Buyer's discovery of the defect and the defective items are returned to Seller, freight prepaid, and received by Seller not later than 10 days after expiration of the warranty period. This warranty shall not apply to any defect(s) or failure to perform resulting from misapplication, improper installation, improper operation, abuse or contamination, whether internal or external.

IX. Arbitration.

All disputes arising out of or in connection with these Ts&Cs shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Each party shall pay its own expenses associated with the arbitration, including 50% of the expenses of the arbitrator. The judgment of the arbitrator shall be binding and entered in any court having jurisdiction thereof.