



GENERAL TERMS AND CONDITIONS OF SALE of LNS JAPAN G.K.

1. General

- 1.1 Unless expressly excluded, either in whole or in part the following conditions shall be deemed to be incorporated in all contracts entered into by LNS Japan G.K. (herein after called "the company") for the supply of goods.
- 1.2 All contracts for the supply of goods by the company shall be interpreted and constructed according to the Law of Japan.
- 1.3 Any variation of these conditions in any document of the purchaser is inapplicable unless accepted in writing by the company.

2. Sales

- 2.1 The passing by the purchaser of an order number or a written order to the company shall be deemed to constitute a contract of sale, and the company reserves the right to make a charge of cost occurred to the total value in the event of cancellation of any contract of sales entered into by the purchaser with the company.

3. Payment

- 3.1 Payment of the price must be made as stated in the quotation by bank transfer without delay. Any defect in the goods discovered after delivery or by reason of the purchaser's failure to take delivery could be exceptions. The company's obligations under Japan law are subject to strict observance by the purchaser of his obligations under this condition.
- 3.2 Interest on late payments: Accounts are net and due for payment as shown on the invoice. In the event of payment being made late, LNS JAPAN GK will charge interest at the rate of 1.5% per month or part thereof.

4. Delivery

- 4.1 The delivery dates given are the best estimate that we can establish and every endeavor is made to adhere to them. The company shall not be liable for any delay in the dispatch of delivery goods (whatever the cause of such delay) nor for any consequential loss caused to any party by any delay or failure in delivery.

5. Inspection

- 5.1 Buyer shall be responsible for inspecting all Products shipped hereunder prior to acceptance, provided, that if, Buyer shall not have given the company written notice of rejection within 30 days following shipment to the purchaser, the Products shall be deemed to have been accepted by the purchaser.

LNS Japan GK

Ishikawa office: Ushi38-1, Dourin Machi, Nomi Shi, Ishikawa Ken, Japan 929-0125
Nagoya office: Sales Division, 6F Shoyo Bld, 4-2-12 Meieki, Nakamura-ku, Nagoya-shi, AICHI, 450-0002 Japan

6. Warranty

6.1 The company entitles warranty period of one year to any purchased goods manufactured by the company unless otherwise stated.

6.2 Warranty policy is as written on the warranty certificate issued by the company.

7. Confidentiality

7.1 The purchaser and the company will keep confidential all information received from each other. This confidentiality provisions shall continue to apply after termination of any delivery contract.

7.2 Each party retains title and all rights to all documents or other media made available to the other party.

8. Force majeure

8.1 The company shall not be responsible or liable for any loss or damage incurred by the purchaser herein resulting from causes beyond the reasonable control of the company including, but without limitation, acts of God, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, weather, acts of the elements, delays in transportation, unavailability of equipment or materials, breakdown, sabotage, lock-outs, strikes, or labour disputes, faulty castings or forgings, or the failure of the company's suppliers to meet their delivery promises. The acceptance of delivery of the equipment by the purchaser shall constitute a waiver of all claims for loss or damage due to any delay whatsoever.

9. Miscellaneous

9.1 Any dispute arising out of or in connection with any order placed on the company shall be treated under the Japan law or any statutory modification or re-enactment thereof the time being in force.

9.2 Please note that we store and process personal data in the course of business transactions. All legal regulations concerning data privacy are observed.

9.3 When any circumstance arises that this General Terms and Conditions of Sale is not applicable, both the purchaser and the company discuss for an agreement.