

## GENERAL TERMS AND CONDITIONS FOR PURCHASE

### 1. TRADE TERMS

Where the Goods are to be delivered fas, fob, cfr, cif, cpt, cip or upon some other trade term to which the rules for the interpretation of trade terms known as Incoterms (2020 edition as amended from time to time) ("Incoterms") are expressed to apply, then the provisions of Incoterms applicable to such trade term shall apply to this Contract save insofar as the same may be inconsistent with any term hereof.

### 2. SHIPMENT

(a) The Goods shall be shipped and delivered strictly in accordance with this Contract and, inter alia, strictly within the period stipulated herein. Unless otherwise expressly agreed, partial shipments of the Goods shall not be permitted. In the event of delay in shipment or delivery due to Seller's fault, Buyer shall have the option to claim delivery and damages for late delivery, or - if the buyer has without result set a reasonable period for the seller for performance - claim damages instead of performance and/or withdraw from the contract.

(b) When Seller shall secure the vessel or vessel's space, Seller shall, unless otherwise agreed herein, ship the Goods on a first-class vessel classified Lloyd's, 100 A 1 or equivalent, owned and/or operated by a carrier of good reputation and standing, and of the type normally used for the transport of such type of goods. In such event, before loading of the Goods, Seller shall, at its expense, inspect the vessel's hold for cleanliness and suitability for loading and inspect the vessel for suitability for the transport of the Goods to the port of destination.

(c) If this Contract is on a cfr or cpt basis, Seller shall, unless otherwise agreed herein, compensate and reimburse Buyer for any additional insurance premiums incurred by Buyer as a result of charges made by Buyer's insurance company for insurance of the Goods by reason of unclassed vessel, overage vessel, broken-up vessel or any other characteristic of the vessel or vessel's space secured for the transport of the Goods.

(d) In the event Buyer shall charter a vessel for ocean transportation of the Goods, all charges and expenses for loading of the Goods, including costs and other claims (including, but not limited to, demurrage) which are to be for the account of the charterer against the shipowner or the chartered owner under the relevant charter party, shall be borne and paid by Seller.

(e) Promptly upon completion of the loading of the Goods (in case the Goods are to be transported by ship or aircraft) or promptly after the Goods are dispatched (in case the Goods are to be transported by other means) Seller shall cable, email or fax to Buyer notice of shipment or delivery specifying the contract number, invoice amount, description of the Goods and packaging, quantity loaded or dispatched, transportation route(s), mode(s) of transportation, vessel name(s), flight number(s) and/or corresponding details for other carriage, date, time and place of shipment or delivery, expected or estimated time of arrival of the Goods at the specified destination and other information relative to this Contract requested by Buyer. Such notice shall be in addition to and not in substitution for any other notice Seller may be obliged to give to Buyer under applicable Incoterms or otherwise. The giving of any such notice shall not affect any claim by Buyer in respect of late or defective delivery.

### 3. PRICE

The price described on the face hereof shall be firm and final and shall not in any circumstances whatsoever be subject to any adjustment of any kind and shall be deemed to include all taxes duties and levies payable in respect of the price of the Goods. Buyer shall be entitled to set off against the price any claims which Buyer may have against Seller. VAT, if any, shall be shown separately on the invoice.

### 4. GOVERNMENTAL APPROVAL

Buyer shall not be responsible for failure to obtain and maintain or delay in obtaining any governmental approval necessary for the performance of this Contract or for any imposition, prohibition or restriction regarding export, import or payment affecting this Contract whether imposed before or after the conclusion of this Contract. In the event that performance of this Contract is rendered wholly or partly impossible or uneconomical as a result of any such reason as aforesaid, Buyer may, at its option, extend the time for shipment or delivery of the Goods or withdraw wholly or partly from the contract unconditionally and without liability.

### 5. TERMS OF LETTER OF CREDIT

In the event the terms of the letter of credit established on account of Buyer do not conform to the terms of this Contract, Seller shall request Buyer to amend the terms of the letter of credit immediately after receipt of notice from the notifying bank, and in the event, Seller shall not do so, Seller shall be deemed to have waived any claim concerning such non-conformity.

### 6. INSURANCE

If this Contract is on a cif or cip basis, the Goods shall, unless otherwise agreed herein, be insured by the Seller at a value equal to one hundred and ten per cent (110%) of the cif or cip amount.

### 7. RISK

Save as may otherwise be provided by the applicable Incoterms, risk of damage to or loss of the Goods shall pass to Buyer only upon actual delivery of the Goods to Buyer.

## 8. WARRANTY

(a) Seller shall convey to Buyer good and marketable title to the Goods free from any encumbrance, charge, lien or any other security interest. It shall be a condition of this Contract that the Goods shall fully conform to any and all specifications, descriptions, drawings and data or samples and models furnished to or by Buyer, and shall be merchantable, of good material and workmanship, free from defects, and fit or suitable for purpose(s) intended by Buyer and/or Buyer's customer(s) (provided that such intended use had been disclosed to Seller or is reasonably obvious); and that the Goods shall comply with all applicable regulations and legal requirements concerning the manufacture, packaging, packing, transportation and delivery thereof.

(b) Seller realizes that Buyer is a TRADING COMPANY which ordinarily does not take possession of and CAN NOT INSPECT the Goods upon their arrival. Any statutory DUTIES OF INSPECTION are therefore WAIVED. Without limiting Buyer's rights at law, Buyer shall be entitled on or before the later of (i) fourteen (14) days after the arrival of the Goods at the port or place of destination or (ii) seven (7) days after the basis of the claim comes to the attention of Buyer in its discretion to claim damages and/or a reduction of the purchase price or - if the buyer has without result set a reasonable period for the seller for performance or cure - to claim for damages instead of performance and/or withdraw from the contract wholly or partly if the goods do not strictly comply with the provisions of para. (a) of this condition.

(c) Seller shall indemnify Buyer against and hold Buyer harmless from any claim by or liability to a customer of Buyer and/or by or to any other third party resulting from or arising in connection with any breach of any term, condition or warranty, express or implied, imposed by paragraph (a) of this Condition or otherwise.

## 9. BREACH OF CONTRACT

(a) If Seller shall make default in or negligently or intentionally commit a breach of its material obligations to Buyer under this Contract and/or any other contract made between Buyer and Seller if such other contract is part of a series of contracts belonging together. Seller shall pay to Buyer compensation in respect of all such loss and damage as may result therefrom, including, but not limited to, compensation for loss of profit which Buyer would otherwise have made on subsequent resale of the Goods, compensation for any additional expenditure reasonably incurred by Buyer in obtaining any other goods in replacement of those in respect of which this Contract has been determined and compensation for all losses and damages caused by reason of occurrence of any of above-mentioned events, and Buyer shall have such other remedies as set forth in paragraph (b) (i), (ii), (iii) and (iv) of this Condition.

(b) If any event shall occur which gives reasons for believing that Seller's ability to perform its obligations under this Contract may be impaired or if Seller (or when Seller is a firm, any partner in that firm) shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall enter into composition with its creditors or shall become subject to sequestration or if Seller's firm is dissolved or, Seller being an incorporated body, if a resolution of dissolution shall be passed (otherwise than for reconstruction or amalgamation approved by Buyer) or a resolution to split Seller's corporate entity into several entities or if Seller shall be insolvent or shall be unable or be deemed unable or shall admit its inability to meet its commitments promptly as and when due or if any other event shall occur which in Buyer's opinion gives reasons for believing that Seller's ability to perform its obligations under this Contract may be impaired, then and in any such event or the equivalent thereof in Seller's country of domicile, Buyer may (without prejudice to any other right or remedy which it may have):

(i) forthwith determine this Contract in whole or in part by notice in writing after giving Seller an opportunity to remedy its default unless the receiver in bankruptcy should choose to fulfil the Contract, and/or

(ii) suspend further performances in whole or in part of any contract between Buyer and Seller; and/or

(iii) reject all or any of the Goods which have been and/or may subsequently be delivered; and/or

(iv) forthwith demand immediate delivery of the Goods.

## 10. PATENTS, TRADEMARKS, ETC.

Seller shall hold Buyer harmless from any claim or dispute which may arise from or in connection with infringement of any patent, utility model, design, trademark, copyright or any other industrial or intellectual property rights in connection with the Goods. Seller shall indemnify, reimburse and compensate Buyer for all losses and damages including costs, expenses and charges for defensive actions by Buyer, if Buyer should incur them as a result of such claim or dispute.

## 11. SUSTAINABILITY

The Hitachi Group sets high sustainability standards for itself and expects the same from the entire supply chain. The Hitachi Group Sustainability Procurement Guidelines are binding and can be downloaded in full text at: <https://www.hitachi-hightech.com/global/about/csr/>

## 12. LAW APPLICABLE AND VENUE

This Contract shall be governed by and construed in all respects in accordance with the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Seller submits to the exclusive jurisdiction of the Düsseldorf courts, but Buyer may

institute proceedings in the courts of any other competent jurisdiction. Seller hereby irrevocably waives for itself and all its assets any immunity from suit, execution or other legal process to the full extent permitted by the laws of any jurisdiction in which proceedings may be brought.

**13. ASSIGNMENT**

Seller shall not assign, sub-contract or delegate any of its rights or obligations under this Contract without prior written consent of Buyer.

**14. WAIVER**

Failure or delay by Buyer to enforce any of its rights against Seller shall not be construed as a waiver of such rights. If Buyer does waive any of its rights in relation to a breach by Seller of its obligations such waiver (which must be in writing) shall not be construed as a waiver of such rights in relation to any other breach.

**15. ENTIRE AGREEMENT**

This Contract is based on the terms and conditions expressly set forth herein and no other terms and conditions are binding on Buyer without its agreement in writing to such other terms and conditions.

**16. MISCELLANEOUS**

If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected.

Hitachi High-Tech Europe GmbH, September 2022