General Conditions of Sale and Delivery ("Conditions of Sale")

1. Scope of Application: Our delivery of goods and services are subject to these Conditions of Sale, which are binding for all deliveries and services of such goods and services that vary therefrom, including any general conditions of purchaser, shall only be considered binding if they have been confirmed by us in written form. Our delivery of goods and services or acceptance of documents and payments shall be deemed acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law.

2. Offer: Our offers are made subject to confirmation. A contract is only formed when we give order confirmation in writing or when orders are fulfilled by us.

3. Form

3.1 For the purposes of these Conditions of Sale, (a) "writing" means in text form (including email, facsimile, computer-generated letters and telegrams), and (b) "written form" means a hand-signed document. Any amendment or supplement to these Conditions of Sale shall be deemed made only if in written form. Any termination of or mutually agreed cancellation of a contract shall be made in written form.

3.2 Other statements and notices shall be made in writing.

4. Partial Delivery and Performance: Partial delivery and performance shall be to our reasonable satisfaction.

5. Payment, Set-off

5.1 Unless otherwise agreed in writing, payment to us by purchaser shall be effected latest five (5) days after the delivery or performance of services.

5.2 Set-off by purchaser is permitted only for claims that are undisputed or have been upheld by a court of competent jurisdiction.

6. Place of Performance, Shipment

6.1 The place of delivery or performance shall be our place of production or storage.

6.2 If shipment has been agreed to be included, we shall ship the goods at purchaser's risk. Furthermore, we shall determine the manner of shipment, shipping route and carrier.

7. Partial Delivery and Performance: Partial delivery and performance shall be to our reasonable satisfaction.

8. Deliveries Schedule, Delay:

8.1 If we fail to comply with the agreed schedules of delivery or performance or other contractual obligations on time, purchaser shall grant us in writing an additional reasonable period of performance, length of such period to be at least three (3) weeks.

8.2 If delivery or performance does not take place by the end of the additional delivery or performance period and if purchaser for this reason intends to exercise its option to rescind the contract or claim damages instead of delivery, purchaser shall notify us in writing of a further reasonable period for delivery or performance. Purchaser shall, upon our request, notify us in writing within a reasonable time period, whether purchaser intends, as a result of the delay, to rescind the contract and demand damages instead of delivery, or to continue with the delivery/performance.

9. Transport Insurance: We are authorized to obtain appropriate transport insurance on behalf and at the expense of purchaser in an amount at least equal to the invoiced value of the goods.

10. Retention of Title

10.1 The goods sold remain our property until all our claims against purchaser have been satisfied. This also applies if the goods have been processed, combined or mixed with goods of other goods, or if these goods are otherwise identifiable.

10.2 In the event the goods are combined or mixed with goods of another goods or if these goods are otherwise identifiable, our title rights shall extend to the new products. If the goods have been processed, combined or mixed by purchaser with goods of others, we acquire joint title pro rata to that part of the new products representing the invoiced value of our goods in relation to the total value of the other goods which have been processed, combined or mixed.

10.3 In the event the goods are combined or mixed with goods of purchaser or are otherwise identifiable, we acquire title to the new products. If purchaser combines or mixes our goods with goods of a third party for payment, purchaser hereby assigns to us its right to payment from such third party.

10.4 Purchaser may, in the ordinary course of its business, resell any goods or render services in its ordinary course of business after the goods have been delivered. If the sale is resalesale, purchaser does not receive the full purchase price in advance or upon delivery of goods or services. Under no circumstances shall agreement with us be deemed to be a retention of title arrangement on the same terms as set out herein. Purchaser hereby assigns to us all its claims arising from such sales as resalesale and its rights arise from such sales as resalesales.

10.5 In the event that the security interests granted to us exceed the value of our claims, we shall, upon request of purchaser, release such security interests as we deem appropriate. The exercise of our right of retention of title may only be regarded additionally as a rescission with our prior consent made in writing.

10.6 In the event a contract of force majeure shall release us from our delivery and performance obligations. The same release shall apply in cases of act of God, fire, explosion, shortage of energy or raw materials, industrial disputes, force majeure, breakdown of transport or of our operations. It shall also apply where our sub-suppliers or affiliates are affected by any of the above.

10.7 We are also entitled to rescind in the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and registration at the time of delivery/performance has not been applied for or granted.

10.8 If the purchased goods are subject to customs preferences due to their country of origin, we reserve the right to provide such declarations as necessary, including any declarations regarding the preferential origin of the goods (supplier's declaration, invoice declaration) without signature. If the purchased goods are produced in a country that is not a member state of the European Union, we reserve the right to issue to the purchaser in accordance with our obligations set forth in Regulation (EU) no. 2015/883.

11. Place of Jurisdiction: If purchaser is a merchant, the exclusive place of jurisdiction shall be our commercial domicile. If we institute legal proceedings against purchaser, we shall also have the option to institute legal proceedings at purchaser's place of jurisdiction.

12. Product Information: Unless otherwise agreed in writing, the contractual characteristics of the goods we shall be exclusively based on our product specifications in their current version. Any information about properties, durability and other data shall only be guaranteed and indicated by us as such in written form. Written and verbal information about goods, equipment, plant, applications, processes and process instructions is based on research and experience. We do not make any guarantee as to the accuracy, which is accurate to the best of our knowledge, subject to our right to modify and further develop it and such information shall not be binding. The aforesaid shall not re- lease purchaser of any guarantees of the kind intended by purchaser. This shall also apply to the protection of third parties' intellectual property rights.

13. Complaints: All claims, particularly those relating to defects and delivery shortfalls, must be submitted to us in writing within (10) days from the delivery of goods or, in the case of latent defects, within (5) days from the date such defect(s) is discovered or should have been discovered by purchaser. If purchaser does not notify us of such defects within such time period or in the agreed form, our goods or services referred to in such complaints shall not be deemed to be delivered or performed in accordance with the contract. If purchaser, knowing of defects, accepts our goods or services, purchaser shall only be entitled to raise a claim for such defects if purchaser has remedied such defects in writing or by otherwise.

14. Rights of Purchaser in Case of Defects:

14.1 Purchaser shall have no right to remedies for a defect in our goods or services if the contractually agreed characteristics of the goods and services are not defective in accordance with Section 312b of the German Civil Code (BGB) due to (i) the breach of the condition of us; (ii) the breach of a condition of the contract or (iii) the infringement of an essentially guaranteed characteristic. In the event of justified and appropriately notified defects of the delivered goods or services, we reserve the right, solely at our discretion, to either replace or repair the goods or services. We shall always be granted reasonable time to provide such replacement or repair. If such replacement or repair fails to remedy the defects, purchaser shall be entitled to either adjust the purchase price directly or rescind.

14.2 Furthermore, purchaser may claim pursuant to statutory law damages and refund of its actual out-of-pocket expenses necessary for the purpose of repair or replacement. Refund shall be precluded should such expenses be increased because the goods were later transported to a place other than the delivery place originally agreed. For the avoidance of doubt, Section 15 shall apply to claims for damages and refund under Section 14.2.

14.3 Claims by purchaser against us pursuant to statutory law can only be made to the extent purchaser has not agreed with its customers on provisions extending the statutory rights in cases of defects.

15. Liability:

15.1 We, our legal representatives, employees, and persons employed to perform our obligations shall only be liable for damages and claims for expenses of purchaser irrespective of the nature of losses and in particular in the event of obligations deriving from the contract and/or tort, (i) in the event of intentional misconduct or gross negligence on our part, the part of our legal representatives, employees or persons employed to perform our obligations, or (ii) if the breach of our contractual obligations violates the essence of the contract and purchaser relies, and is entitled to rely, on the fulfillment of such obligations (essential obligations).

15.2 Our liability for damages shall be limited to the foreseeable damage typical for a contract of this nature up to a maximum amount equal to the invoiced value of the goods or services in question if this value exceeds €100,000, or equivalent value in other currency.

16. Time Limits: Other statements and notices shall be made in writing.

16.1 Unless otherwise agreed in writing, written form (including email, facsimile, computer-generated letters and telegrams), and verbal form (including email, facsimile, computer-generated letters and telegrams), and verbal form (including email, facsimile, computer-generated letters and telegrams), shall be considered binding if they have been confirmed by us in written form. Our delivery of goods and services or acceptance of documents and payments shall be deemed acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law.

16.2 Set-off by purchaser is permitted only for claims that are undisputed or have been upheld by a court of competent jurisdiction.

17. Compliance with Statistical Regulations, Export and Customs Regulations, Indemnification, Rescission:

17.1 Unless otherwise agreed in writing, written form (including email, facsimile, computer-generated letters and telegrams), and verbal form (including email, facsimile, computer-generated letters and telegrams), shall be considered binding if they have been confirmed by us in written form. Our delivery of goods and services or acceptance of documents and payments shall be deemed acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law.

17.2 Where a statutory or regulatory approval requirement applies to the export of our goods/services at the time of delivery/performance and such export approval is not granted upon request, we shall be entitled to rescind. Delays in obtaining such approvals by responsible authorities will not result in the right to claim damages.

17.3 We are also entitled to rescind in the event a trade prohibition applies at the time of delivery/performance and such export approval is not granted upon request, we shall be entitled to rescind. Delays in obtaining such approvals by responsible authorities will not result in the right to claim damages.

17.4 If the purchased goods are subject to customs preferences due to their country of origin, we reserve the right to provide such declarations as necessary, including any declarations regarding the preferential origin of the goods (supplier's declaration, invoice declaration) without signature. If the purchased goods are produced in a country that is not a member state of the European Union, we reserve the right to issue to the purchaser in accordance with our obligations set forth in Regulation (EU) no. 2015/883.

18. Place of Jurisdiction: If purchaser is a merchant, the exclusive place of jurisdiction shall be our commercial domicile. If we institute legal proceedings against purchaser, we shall also have the option to institute legal proceedings at purchaser's place of jurisdiction.

19. Applicable Law: The contract and the legal relationship with purchaser shall be governed by the substantive laws of Japan and the UN Convention on Contracts for the International Supply of Goods for All balloon not.

20. Trade Terms: If any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS), they shall be interpreted and apply in accordance with INCOTERMS 2020.

21. Severability: Should any of these Conditions of Sale be deemed wholly or partly invalid, this shall have no effect on the validity of the remaining terms.