

These Standard Terms and Conditions of Contract set forth the basic terms and conditions agreed by and between Eurofins Analytical Science Laboratories, Inc. (hereinafter referred to as “E-ASL”) and a client that apply when E-ASL agrees to provide analysis, measurement, testing, or review services (hereinafter referred to as the “Services”) to the client and to render the Services.

1 Scope of Application

- 1.1 The provisions of these Standard Terms and Conditions of Contract shall apply to all Services that the client orders and E-ASL agrees to provide.
- 1.2 If any provisions of service agreements or memoranda of understanding executed between the client and E-ASL in relation to the Services (hereinafter referred to as the “Agreements”) conflict with the provisions of these Standard Terms and Conditions of Contract, the provisions of the Agreements shall prevail.
- 1.3 Unless specified in the preceding Paragraph, these Standard Terms and Conditions of Contract shall be deemed to have been agreed between the client and E-ASL and shall supersede all other negotiations, agreements, representations, understandings, and commitments.

2 Individual Agreement Coming into Effect

- 2.1 When the client requests E-ASL to provide the Services, the client shall issue a purchase order based on a quotation and deliver the purchase order to E-ASL. Orders placed by email, by fax, in an electronic system, or by any other method approved by E-ASL in advance shall only be effective.
- 2.2 An individual service agreement between the client and E-ASL in relation to the Services (hereinafter referred to as the “Individual Agreement”) shall come into effect when a purchase order referred to in the preceding Paragraph is delivered to and accepted by E-ASL.
- 2.3 Details about individual Services that are not set forth in these Standard Terms and Conditions of Contract (e.g. specific amounts or delivery dates) shall be set forth in an Individual Agreement.

3 Fees

Fees shall be quoted by separately giving a quotation. Unless otherwise clearly stated, fees indicated in the quotation shall not be inclusive of taxes.

4 Invoicing and Payment

- 4.1 E-ASL shall issue an invoice for fees for the Services after reporting or delivering deliverables of the Services to the client. However, if the Services are provided for a long time or the fees are high and E-ASL and the client separately agree in an Individual Agreement, payment due dates and payment methods specified in the Individual Agreement shall apply.
- 4.2 Payments shall be made by bank transfer and bank transfer charges shall be borne by the client.
- 4.3 The payment due date shall be the end of the month following the month in which an invoice is issued.
- 4.4 If the client sends samples to E-ASL from outside of Japan, the client shall send the samples to a location designated by the client on a DDP (Incoterms 2020) basis.
- 4.5 If the client fails to make a payment by the payment due date, E-ASL shall charge late payment interest at a rate of one percent (1%) per month or at the highest interest rate permitted by applicable law, whichever is lower. In this case, E-ASL shall

additionally charge the client five thousand yen (JPY 5,000) (or fifty US dollars (USD 50.00) or fifty euros (EUR 50.00) if the transaction is denominated in US dollars or euros) for handling charges such as invoice issuance charges.

5 Confidentiality

- 5.1 E-ASL shall maintain in strict confidence any information obtained in connection with the Services and any other confidential commercial and technical information of the client and shall not use such information for any purpose other than for the Services or disclose or provide such information to any third party without the prior written consent of the client.
- 5.2 The client shall maintain in confidence any confidential business information of E-ASL obtained in connection with the Services and shall not disclose or provide such information to any third party without the prior written consent of E-ASL.
- 5.3 Notwithstanding the provisions of the two preceding Paragraphs, confidential information shall not include any information that the receiving party can demonstrate falls into any of the information listed in the following items:
- Information that was in the possession of the receiving party before the provision or disclosure;
 - Information that was in the public domain before the provision or disclosure;
 - Information that entered the public domain through no fault of the receiving party after the provision or disclosure;
 - Information that was lawfully provided or disclosed without confidentiality obligations by a third party who has a lawful right to make disclosure; or
 - Information that the receiving party can demonstrate was independently developed by the receiving party without using the confidential information disclosed to the receiving party.
- 5.4 Notwithstanding the provisions of Paragraphs 1 and 2 above, if E-ASL or the client is requested to disclose the other party's confidential information by public organizations such as government offices and courts (including financial instruments exchanges) pursuant to laws, orders, and the like, E-ASL and the client may disclose such confidential information to such public organizations, in which case the disclosing party shall notify the other party of the disclosure before the disclosure is made (or immediately after the disclosure is made if it is difficult to give prior notice) so that measures may be taken to protect the confidential information that will be disclosed.
- 5.5 Notwithstanding the provisions of Paragraphs 1, 2, and 3 above, if E-ASL subcontracts all or part of the Services to a third party in accordance with the provisions of Article 6, Paragraph 2 below, E-ASL may disclose confidential information to the subcontractor. However, E-ASL shall impose on the subcontractor the same obligations that shall be undertaken by E-ASL in accordance with the provisions of Paragraphs 1, 2, and 3 above.

6 Provision of the Services

- 6.1 E-ASL shall provide the Services in good faith and in a manner publicly specified, in a manner indicated in a quotation or protocol, in a manner backed by the client, or in a manner deemed most appropriate based on E-ASL's scientific knowledge, subject to the prior approval of the client.
- 6.2 E-ASL may subcontract all or part of the Services to a third party on its own responsibility and at its own cost and expense, in which case E-ASL shall impose on the subcontractor the same degree of obligations undertaken by E-ASL under these Standard Terms and Conditions of Contract and Individual Agreements and shall be responsible and liable for the subcontractor's actions as if they were E-ASL's own actions.

7 Sending and Managing Samples

- 7.1 The client shall be responsible for providing E-ASL in advance with safety information about samples, information on whether applications are required or not, and any other information required for handling the samples.

- 7.2 When sending samples, the client shall provide E-ASL with the necessary sample information (name, lot number, quantity, and any other information reasonably requested by E-ASL).
- 7.3 The client shall, by a specified date, provide E-ASL with samples in such a state that the samples are free from damage or degradation and are capable of being used for testing. Costs and expenses incurred in sending samples shall be borne by the client.
- 7.4 If samples are not sent by the client by a specified date, the client and E-ASL shall make the necessary adjustments which include changing the schedule.
- 7.5 Unless otherwise agreed in writing in advance, E-ASL shall dispose of samples that have been used for testing after an acceptance inspection period.
- 7.6 If samples are returned after testing is completed, the costs of returning the samples, including the costs of materials necessary for returning the samples, shall be borne by the client.

8 Reports and Acceptance Inspections

- 8.1 As a service provider, E-ASL shall make utmost effort, to the extent reasonable, to meet a reporting deadline agreed in an Individual Agreement.
- 8.2 Promptly after the completion of analysis, E-ASL shall report deliverables of the Services to the client by electronic means, such as email, at the request of the client.
- 8.3 The client shall conduct an acceptance inspection of the deliverables of the Services received from E-ASL within thirty (30) days of the receipt thereof. If the client fails to notify E-ASL of the outcome of the acceptance inspection within such period, the deliverables of the Services shall be deemed to have passed the acceptance inspection.
- 8.4 The Services provided by E-ASL shall be completed when the deliverables of the Services pass the acceptance inspection in accordance with the preceding Paragraph. If the client requires E-ASL to modify the deliverables of the Services, to reissue a report, or to perform any other work after the acceptance inspection is completed, E-ASL and the client shall discuss in good faith and agree on when such additional work will be performed and remuneration and any other terms and conditions for such additional work.

9 Re-Testing

- 9.1 If the client disputes deliverables of the Services, the client shall do so within thirty (30) days of the receipt thereof. If there is a dispute, the client and E-ASL shall have thorough discussions and determine a future course of action.
- 9.2 If investigation testing for re-testing and re-testing (hereinafter referred to as "Re-Testing etc.") are required, the client and E-ASL shall discuss, agree on, and enforce schedules, including delivery dates, and cost and expense sharing.
- 9.3 If the Re-Testing etc. is performed, the provisions of the preceding Article shall apply to the Re-Testing etc.
- 9.4 Costs and expenses incurred in the Re-Testing etc. shall be borne by the client unless it is clear that such costs and expenses have been incurred due to a cause that is attributable to E-ASL.

10 Cancellation of Testing

Unless otherwise agreed, if the client notifies E-ASL of a cancellation of all or part of the Services before the completion of the Services, E-ASL shall promptly cancel the Services and the client and E-ASL shall discuss fees for the Services, determine reasonable cost and expense sharing, and make settlement.

11 Damages

- 11.1 If the client suffers any loss or damage due to the provision of the Services by E-ASL in non-compliance with testing specifications, applicable laws and regulations, or these Standard Terms and Conditions of Contract, the client may claim damages

against E-ASL as well as require E-ASL to provide the Services again in accordance with Article 9 above. The upper limit of damages shall be the amount of fees for the Services.

12 Use of Deliverables etc.

- 12.1 E-ASL shall assume no responsibility or liability for any loss or damage caused to the client as a result of its use of deliverables of the Services unless E-ASL provides the Services in non-compliance with testing specifications, applicable laws and regulations, or these Standard Terms and Conditions of Contract or Individual Agreements.
- 12.2 E-ASL does not warrant that deliverables of the Services do not infringe a third party's industrial property rights.
- 12.3 If the client publicly discloses deliverables of the Services etc. on the Internet, the client shall obtain the prior written consent of E-ASL.
- 12.4 Any and all data, discoveries, patentable inventions, and testing deliverables created or made in connection with the Services shall be owned by the client. However, techniques for testing methods created by E-ASL in the process of developing the testing methods or conducting testing shall be owned by E-ASL.

13 Amendment to and Termination of Agreement

E-ASL may amend these Standard Terms and Conditions of Contract without the client's consent to a reasonable extent if E-ASL deems it necessary, in which case E-ASL shall notify the amendment to the client in an appropriate manner and the amended Standard Terms and Conditions of Contract shall apply to Individual Agreements that come into effect after such notice is given.

14 Force Majeure

If it becomes difficult to render the Services due to any cause that is not attributable to the client or E-ASL, such as acts of God, E-ASL shall not be liable for rendering the Services and providing deliverables thereof.

15 Matters Subject to Consideration

Both parties shall discuss and resolve in good faith any matters that are not set forth in these Standard Terms and Conditions of Contract or Individual Agreements or any disputes that may arise out of the interpretation of the provisions thereof.

16 Term

The term of an Individual Agreement under these Standard Terms and Conditions of Contract shall commence on the date on which the Individual Agreement comes into effect and shall end on the date on which an inspection by the client is completed after deliverables of the Services are reported or delivered. The provisions of Article 5 above shall survive for a period of three (3) years after the expiration of the term of an Individual Agreement under these Standard Terms and Conditions of Contract and the provisions of Article 12 above shall survive the expiration of the term of the Individual Agreement.

17 Jurisdiction

The client and E-ASL agree that the Kyoto District Court shall be the court of first instance with exclusive jurisdiction over any disputes arising in relation to these Standard Terms and Conditions of Contract and Individual Agreements.