

DATE: August 7, 2023

No: MH-23004

QUOTATION

MESSRS: Consiglio Nazionale delle Ricerche (CNR-IMAA) C.da Santa Loja, Tito Scalo, 85050 Potenza, Basilicata, Italy

We are pleased to quote as follows: -

COMMODITY: SKYDEW

TRADE TERMS: FOB Japan

DESTINATION: Italy

PAYMENT TERMS: TBD

PACKING: Export Standard Air Worthy Packing

SHIPMENT BY: Air freight

TIME OF SHIPMENT(S): 7months after receipt of purchaser order

INSURANCE COVERED BY: Buyer

VALIDITY OF QUOTATION: October 31, 2023

Product name	Model No.	Qty	Unit price JP¥	Price JP¥
① SKYDEW		4	470,000	¥1,880,000.-
/				
Total (FOB Japan)				¥1,880,000.-

Remark:

August 7, 2023

MEISEI ELECTRIC CO., LTD.



Mitsutoshi HAEDA,

Senior Manager, Global Group.

Attached sheet – **OTHER CONDITIONS**

1 Cooperation

Intentionally blank

2 Price:

This product price referred to in this quotation is inclusive of all taxes, duties, charges and/or assessments of any nature which may be imposed by the Japanese governments or any subdivision thereof and is exclusive of the transportation charges to destination, import taxes, duties, other charges at the destination in Italy

3 Confidential Information

- 3.1 The receiving party shall not use any and all technical, commercial and/or other business information which is provided by the disclosing party in the form of hardcopy materials, electromagnetic recording medium, or any other tangible form or through an electronic device, such as e-mail for other than the performance of the project and which is clearly marked as being confidential by the disclosing party (the "**Confidential Information**") with due care and diligence, and shall not disclose such Confidential Information to any third party other than those involved with the performance of the project.
- 3.2 Notwithstanding the provisions in Article 3.1 above, Confidential Information shall not include any of the following materials and information disclosed through the performance of these conditions:
- 3.2.1 any information that is already generally available to the public at the time of disclosure or becomes generally available to the public after disclosure hereunder due to a reason not attributable to the receiving party;
 - 3.2.2 any information already owned by the receiving party at the time of disclosure;
 - 3.2.3 any information properly obtained from a third party without the duty of confidentiality.
 - 3.2.4 any information that the disclosing party has approved for disclosure in writing; and
 - 3.2.5 any information that is originally developed or learned by the receiving party without relying on Confidential Information.
- 3.3 The receiving party shall use Confidential Information provided by the disclosing party only for the purposes contemplated in these conditions and in the event it becomes

- necessary to duplicate or change Confidential Information, each party shall obtain prior approval of the other party.
- 3.4 The receiving party shall only use Confidential Information for the performance of these conditions unless otherwise authorized in writing by the disclosing party, and shall not disclose or divulge any Confidential Information to any third party except to officers, employees, agents, subcontractors and/or independent advisers (including legal, tax, and financial advisers duly appointed by either party) of either party who require such Confidential Information. The receiving party shall immediately advise its officers, employees, agents, subcontractors and/or independent advisers to whom the Confidential Information is disclosed of their strict obligations under these conditions and shall take all necessary steps and be liable for ensuring the confidentiality of the Confidential Information in accordance with these conditions.
- 3.5 Notwithstanding this article 3, the receiving party may disclose Confidential Information if required by any judicial or governmental request, requirement or order; provided, however, that the receiving party takes reasonable steps to disclose only to the extent that they must legally do so, and that they provide the disclosing party with notice prior to making such disclosure. The receiving party shall have no responsibility to provide advance notification in the event of an emergency; provided, however, that the receiving party shall notify the disclosing party immediately after such disclosure.
- 3.6 The receiving party shall provide or receive Confidential Information through the responsible person of the other party. The parties shall inform each other its responsible person as soon as practicable.
- 3.7 The confidentiality obligations provided for in this article 3, shall survive three (3) years after date of quotation.

4 Governing Law:

Governing Law is the laws of Japan.

5 Dispute Resolution:

Any dispute arising out of or in connection with this quotation including the other conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in (Japan in accordance with the Arbitration Rules of Tokyo International Arbitration Centre for the time being in force, which rules are

deemed to be incorporated by reference in this clause. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be in English. The seat of arbitration is Tokyo, Japan

6 Consequential Damages:

We are not to be liable to you, or anyone claiming through you, for any consequential loss suffered by you, either as a result of late delivery or installation, or broken or defective goods, or any work carried out or services provided by us, or as a result of your cancellation of the contract between us

7 Force Majeure

Meisei shall not be deemed to be in default or in breach of the conditions. If meisei is unable to perform its obligations under the conditions owing to the circumstances beyond its reasonable control and without the fault or negligence of the Party affected. Such circumstances ("**Force Majeure**") shall mean, but not be limited to, the followings:

- (1) - acts of God, including storm, lightning, earthquake, flood, Disease(Covid 19 etc.) or any other such operation of the forces of nature that the Party affected could not reasonably foresee or provide against.-;or
- (2) -war (declared or undeclared), hostilities, invasion, act of any foreign enemy, threat of or preparation for war; riot, insurrection, civil commotion, rebellion, revolution, usurped power, civil war; and labor troubles or other industrial troubles, strikes, embargoes, blockades, sabotages of labor.

Notwithstanding the foregoing, the occurrence of Force Majeure shall not prejudice nor otherwise affect Customer's liability to pay remuneration or reimbursement of expenses to which Customer is entitled on or before the date of occurrence.

Meisei affected by Force Majeure shall give the Customer a written detailed account of the circumstances of Force Majeure as soon as practicable, but not later than fourteen (14) days from the occurrence.

8 Warranty

MEISEI hereby warrants the Products manufactured and sold by MEISEI to Customer against defects in workmanship and material for a period of twelve (12) month from the date of delivery of the Products to customer (B/L or AWB date). MEISEI shall, subject to the Warranty Period and customer satisfaction of the conditions of warranty (enumerated below),

at its expense, repair defects in the Products or, at MEISEI's sole discretion, replace, if the purported defect in the Product is confirmed by MEISEI in its reasonable judgment to result from causes attributable to MEISEI.

For the avoidance of doubt, in no event shall the cumulative warranty period for the Product delivered to customer, including after repair or replacement under the warranty of the conditions, exceed 12 months from the original delivery date of the Product at issue.

Notwithstanding any contrary provision in the conditions, the warranty under this Clause does not apply when the defect or other problem in the Products has, in MEISEI's reasonable judgment, been caused by:

- (a) improper handling, operation or maintenance of the Products by customer;
- (b) erosion or corrosion attribute to customer;
- (c) normal wear and tear;
- (d) any design, specifications, data, equipment, materials, or other supplies which were designed, supplied or specified by erosion and customer; or
- (e) any materials, or parts of them, which are normally consumed in operation or which have a normal life shorter than the guarantee period.

Meisei's liability in this clause shall be Meisei's sole and exclusive remedy in respect of non-conformity of the products and shall be in lieu of all other warranties, guarantees or conditions, including warranties of merchantability and fitness for a particular purpose which might otherwise be imposed or implied by law, customarily, or otherwise. All warranties not expressly set forth in the conditions are disclaimed.

Upon occurrence of Force Majeure, the Party affected may be allowed to temporarily suspend the performance of its duties under the conditions for so long a period as Force Majeure continues and as its performance is prevented thereby.

