



NEXTEM CORPORATION

TERMS AND CONDITIONS OF SALE (BINDING)

Terms and conditions (“Terms and Conditions”) for the sale of products (“Products”) by NEXTEM Corporation. (“NEXTEM”) to NEXTEM’s customers (“Customers”) are as follows. Any different or additional terms set forth in customer’s purchase order or similar communication are objected to and shall not be binding on the company unless a separate agreement has been signed by an authorized officer of the company. By placing an order for products from the company, or by accepting delivery of the products described on the applicable packing slip, bill of lading and/or invoice received with the products, you agree to be bound by and accept these terms and conditions of sale.

1. ACCEPTANCE OF ORDERS

All orders are subject to acceptance by NEXTEM in writing; any written acknowledgement of receipt of an order does not constitute such acceptance. Orders accepted and processed by NEXTEM may not be cancelled by Customer except as covered by the Limited Warranty, all sales are final unless otherwise agreed to in writing by NEXTEM. In the event of cancellation or other withdrawal of an order for any reason and without limiting any other remedy which NEXTEM may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges, which shall include all expenses then incurred and commitments made by NEXTEM, shall be paid by Customer to NEXTEM. Orders may not be rescheduled after shipment.

2. PRICING

Orders are billed at the prices agreed by NEXTEM and Customer. Prices shown on the website are subject to change without notice. Prices are subject to change in the event of a change in NEXTEM’s cost or other circumstances beyond NEXTEM’s reasonable control. Prices are exclusive of taxes, impositions and other charges, including: sales, excise, use, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent’s and broker’s fees, bank fees, consular fees, document fees and import duties.

3. PAYMENT TERMS

All payments must be in Japanese Yen, US Dollars or Euros only by wire transfers to the bank account specified by NEXTEM. All payments from Customer shall be done “before the shipment of the products”. Additional Fees may apply to International shipments.

4. DELIVERY AND TITLE

Shipping or freight charges and insurance will be paid by the customer. All sales are made FOB Shipping Point, Nakamichi, Osaka City, Osaka Prefecture, Japan. Shipping or freight charges from NEXTEM’s facility are prepaid and added to the invoice or billed collect. Subject to NEXTEM’s right of stoppage in transit, delivery of the Products to the carrier will constitute delivery to Customer and title and risk of loss will pass to Customer. NEXTEM will make reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer’s requested delivery date(s). Customer acknowledges that delivery dates provided by NEXTEM are estimates only and that NEXTEM will not be liable for failure to deliver on such dates. Selection of the carrier and delivery route will be made by NEXTEM unless specifically designated by Customer and approved by NEXTEM. NEXTEM reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery of a quantity which varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered.

5. TOLERANCES

Tolerances are as specified on each part’s drawings.

6. NEXTEM’S LIMITED WARRANTY

All products are covered by a LIMITED WARRANTY for a period of one (1) year from the date of shipment

when purchased from NEXTEM Corporation unless otherwise specified in NEXTEM's quotation or order acknowledgment. Customer must notify NEXTEM within thirty (30) days from date of shipment of any defective product. An approved Return Materials Authorization (RMA) number must first be obtained from NEXTEM prior to the return of any merchandise to NEXTEM for inspection under warranty. Shipping charges for all materials returned under this Limited Warranty are to be prepaid by the Customer. This warranty is limited to the original purchaser. NEXTEM's liability arising out of any sale of products to Customer is expressly limited to repair and/or replacement of such products, found to be defective after inspection by NEXTEM, and such remedies shall be exclusive and in lieu of all others. This warranty is in lieu of any and all other warranties, whether oral, written, expressed, implied or statutory. Further, no warranty will apply if the Product has been subject to misuse, neglect, accident or modification, or has been soldered or altered in any way. All returns must be shipped to NEXTEM Corporation, 3-15-16-2F, Nakamichi, Higashinari-ku, Osaka-shi, Osaka, Japan.

7. LIMITATION OF LIABILITIES

In no event shall NEXTEM be liable for any special, incidental or consequential damages of any nature including, but not limited to, damages resulting from loss of profit or revenue, recall costs, claims for service interruptions or failure to supply downtime, testing, installations or removal costs, costs of substitute products, property damage, personal injury, death or legal expenses. Customer's recovery from NEXTEM for any claim shall not exceed the purchase price paid by Customer for the goods, irrespective of the nature of the claim, whether in warrant, contract or otherwise. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD NEXTEM HARMLESS FROM ANY CLAIMS brought by any party regarding products supplied by NEXTEM and incorporated into the customer's products.

8. STATEMENTS AND ADVICE

If statements or advice, technical or otherwise, are offered or given to a Customer, such statements or advice will be deemed to be given as an accommodation to Customer and without charge and NEXTEM shall have no responsibility or liability for the content or use of such statements or advice.

9. EXPORT CONTROL

Products purchased or received under these Terms and Conditions are subject to export control laws, restrictions, regulations and orders of Japan. Customer agrees to comply with all applicable export laws, restrictions and regulations of Japan or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed countries, or to any denied, blocked, or designated person or entity as mentioned in any such Japan or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons Lists (as identified by the Ministry of Economy, Trade and Industry (METI) of Japan) and or any other Japanese or other government list of prohibited persons; and otherwise prohibited by Japan or other law from purchasing the products or services hereunder. Customer shall be solely responsible to obtain any license to export, re-export or import as may be required. NEXTEM has a right of stoppage of any shipment of products when NEXTEM solely judged that the sales may infringe the Japanese export control law.

10. GENERAL

The Terms and Conditions may not be modified or cancelled without NEXTEM's written agreement. Accordingly goods furnished and services rendered by NEXTEM are sold only on the terms and conditions stated herein. The Terms and Conditions will be governed by and construed in accordance with the laws of Japan. If Customer chooses to access the NEXTEM Web Site from outside Japan, Customer does so on their own initiative and is responsible for compliance with all applicable local laws.

11. INTELLECTUAL PROPERTY

The drawings, text, product descriptions, logos, text, content, and product descriptions of The NEXTEM drawings and website and of the described content within this website are proprietary to NEXTEM and protected by intellectual property laws, including but not limited to Japanese Copyright law and Japanese Trademark law. NEXTEM owns copyrights in these referenced works within this website. Use of this website does not give anyone any right to modify, reproduce, transmit, publish, publicly display, adapt, or create derivative works or in any way exploit any of the materials and content of this website.