

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

1. INTERPRETATION

In this document, the following terms shall have the meanings specified below:

- 1.1 "Customer" means anyone who purchases Services from the Supplier;
- 1.2 "Supplier" means MKS Inspections LLC, 1-31-7 Ooana Minami, Funabashi, 242-0003, Japan;
- 1.3 "Terms and Conditions" refers to the terms and conditions of supply outlined in this document, along with any special terms and conditions that the Supplier has agreed to in writing.

2. GENERAL

- 2.1 These Terms and Conditions will govern all contracts for the provision of Services by the Supplier to the Customer and will take precedence over any other documents or communications from the Customer.
- 2.2 Any changes to these Terms and Conditions will be considered null and void unless they are agreed upon in writing by the Supplier.

3. FEES AND PAYMENT

- 3.1 Fees are typically due upon application for individual inspections and according to the terms outlined in a contract or Service Level Agreement. Payment can be made via bank transfer, and any delayed payments must be agreed upon in advance.
- 3.2 A cancellation fee may apply based on the notice period given for cancelling the service.
- 3.3 The Supplier will provide the customer with an electronic report. If specified in a separate contract, a hard copy report will also be issued.
- 3.4 The Supplier reserves the right to modify or update any service and adjust the pricing of any service at any time. However, once a service is ordered, the agreed price will remain fixed for the Customer. The Supplier will not refund any difference if the price of that service decreases.

4. OBLIGATIONS OF CUSTOMER

For the Supplier to fulfill its obligations, the Customer shall:

- 4.1 Collaborate with the Supplier;
- 4.2 Supply any information that the Supplier reasonably requests;
- 4.3 Keep the Supplier updated with their accurate name, mailing address, and all relevant phone, or email contact details.
- 4.4 Adhere to any other requirements mutually agreed upon by both parties.
- 4.5 Follow all applicable statutory requirements, particularly those related to data protection and confidentiality.

5. OBLIGATIONS OF SUPPLIER

- 5.1 The Supplier will carry out the Services with reasonable skill and care, meeting a standard that aligns with recognized industry standards and codes of practice.

5.2 The completed inspection report will typically be delivered within 1 to 3 working days after receiving the application and payment, unless an alternative timeframe is specified in a contract or Service Level Agreement.

5.3 Adhere to all relevant statutory requirements, especially concerning data protection and confidentiality.

6. LIMITATION OF LIABILITY

6.1 The Supplier will not be responsible for any direct loss or damage incurred by the Customer, regardless of the cause, including perceived negligence or breach of contract, exceeding the cost of the Services.

6.2 Under no circumstances will the Supplier be liable to the Customer or any third party for any indirect or consequential losses, including lost profits or other economic damages, arising from perceived negligence, breach of contract, misrepresentation, or any other reason.

7. CANCELLATIONS

Refund: If a customer cancels their inspection order after the Supplier has performed the inspection, no refund will be issued. Upon request, both parties are required to either return or dispose of any information exchanged between them.

8. FORCE MAJEURE

Neither will be held responsible for any delays or failures in fulfilling their obligations if such delays or failures are caused by events or circumstances beyond their reasonable control. This includes, but is not limited to, natural disasters, strikes, lockouts, accidents, war, fire, and equipment malfunctions. In such cases, the affected party will receive a reasonable extension for meeting their obligations.

9. SUPPLIERS PROPERTY

The Supplier's website cannot be copied, reproduced, distributed, republished, displayed, posted, or transmitted in any manner or by any means without the Supplier's prior written consent. Additionally, the format and layout of all inspection reports are the exclusive property of the Supplier.

10. COPYRIGHT

Reports can only be used in the format provided by the Supplier, whether issued in written form on paper, in electronic format, or through any other medium. They cannot be utilized in any format other than the one supplied. Customers are prohibited from making copies or reproductions of the inspection reports without the Supplier's prior written consent. If a copy is deemed reasonably necessary, the Supplier will grant written permission.

11. GOVERNING LAW

These Terms and Conditions will be governed by and interpreted in accordance with the laws of Japan, and both parties consent to the exclusive jurisdiction of the Japanese courts.