

BASIC SALES TRANSACTION AGREEMENT

This Basic Sales Transaction Agreement (this “Agreement”) is entered into effective _____ (the “Effective Date”) between Saijoinx Co., Ltd., a Corporation having its head office at 5 Nishikotobukicho Saiin Ukyo-ku Kyoto City 615-0034, Japan (“Seller”) and [●●] a [●●] having its head office at [●●] (“Buyer”) (collectively the “Parties” or individually a “Party”).

RECITALS

Buyer desires to purchase [Products] from Seller from time to time based on Individual Contracts (as defined below), and Seller desires to sell such products to Buyer in such manner;

NOW, THEREFORE, the Parties mutually agree to enter into this Agreement in accordance with the terms and conditions stated herein.

Article 1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 “Delivery Date” shall have the meaning set forth in Article 5.1.
- 1.2 “Individual Contract” shall have the meaning set forth in Article 2.3.
- 1.3 “Products” shall mean any of manufactured products which provided by Seller.
- 1.4 “Purchase Order” shall have meaning set forth in Article 2.2

Article 2. Sale of Products/Individual Contracts

- 2.1 Buyer shall purchase from Seller and Seller shall sell to Buyer the Products. Each Specification of Products performed though the execution of individual contracts as explained below.
- 2.2 From time to time, Buyer will place orders for Products to Seller by entering an Inquiry form, specifying the required fields including, Name of Products, quantities, budget in currency desired by Buyer, Delivery Date, ship-to address, carrier if desired, etc. Seller will present a quotation to Buyer, by email, within one business day after receipts of inquiry form. Buyer shall inform to Seller whether or not it is able to accept each quotation within [thirty] days after its receipt of the quotation. If Buyer accepts an quotation, it shall send to Seller a (“Purchase Order”) to show acceptance that confirms all particulars of the order, including but not limited to Name of Products, quantities, budget in currency desired by Buyer, Delivery Date, ship-to address, etc.. Seller sends written acknowledgment of individual contracts then to become effective.
- 2.3 The Parties intend for this Agreement to set forth terms and conditions applicable to all (“Individual Contracts”) . Therefore, the terms and conditions of this Agreement shall be deemed to be incorporated into each Individual Contract. For any given Individual Contract, if the Parties mutually desire to apply terms

and conditions that are inconsistent with those in this Agreement, they shall state such terms and conditions in the Purchase Order and Purchase Order Acceptance for the subject Individual Contract, and such terms and conditions will supersede those in this Agreement as to the subject Individual Contract.

Article 3. Deliveries and Inspection

- 3.1 Seller shall deliver the Products under the Individual Contracts to the carrier designated by Buyer at the point of delivery designated in the Individual Contract on or before the promised delivery date. On or before the date the Products are delivered to the carrier (the "Delivery Date"). Seller shall send Buyer a copy of the [●name of Product●] invoice for the Individual Contract by email, with the picture of it. Buyer shall respond in one business day by email to acknowledge the Product(s) to be sent. Seller will send the Product only after the written acknowledgement from Buyer has received. Seller shall inform the actual date of the Products were sent and estimated arrival date to Buyer by email as soon as possible, but in no event less than [one] business day.
- 3.2 Upon Buyer's receipt at its ship-to address [●●] of the Products for an Individual Contract, Buyer shall conduct a visual inspection of the Product(s). If, as a result of the visual inspection, Buyer discovers a defect in the delivery (e. g. wrong quantity, wrong Product), it shall inform Seller of the defect within [three] business days after its receipt of the Products, and Seller shall thereby promptly remedy the situation, at its own expense. Any defects that cannot be ascertained by a visual inspection (e.g. defects that become apparent only upon the use of the Product) shall be subject to the applicable Seller warranty.

Article 4. Payment

- 4.1 Payment shall be made by credit card in which PayPal acceptable, or by telegraphic transfer to a bank account designated by Seller.
Buyer shall complete 60% of the payment immediately after Effective Date of Purchase Order. Seller shall manufacture the Product after receipt of payment is confirmed.
Buyer shall complete the rest 40% of the payment immediately after the inspection, but in no event less than [one] business day.
Each Party shall be responsible for any fees charged by its bank in connection with such telegraphic transfers.
- 4.2 Any such amounts not paid by the due date shall accrue interest at the rate of 10% per calendar year, simple interest.
- 4.3 All sales, consumption, value-added, or similar taxes assessed in connection with the sales of Products under this Agreement will be the responsibility of Buyer.

Article 5. Term and Termination

- 5.1 This Agreement shall be effective from the Effective Date for an initial term of

[●●] years. Thereafter, it shall be automatically renewed for successive [●●] year renewal terms, unless either Party provides notice of non-renewal to the other Party at least [●●] days prior to the end of the initial term or any subsequent renewal term. The term of this Agreement shall be subject to the termination provisions listed below.

- 5.2 If either Party commits a material breach of any of its obligations under this Agreement and fails to correct such breach within [●●] days after receiving notice of the breach from the non-breaching Party, the non-breaching Party shall have the right to terminate this Agreement effective immediately upon written notice to the breaching Party. However, any such notice of termination must be given by the non-breaching Party within [●●] days after the expiration of the [●●] day period referenced above. If not given within that time, the non-breaching Party's right to terminate this Agreement by reason of that particular breach shall lapse.
- 5.3 If either Party is not able to perform its obligations under this Agreement due to a force majeure as described in Article 15 and such force majeure continues in effect for more than one month, the other Party shall have the right to terminate this Agreement effective immediately upon written notice to the non-performing Party.
- 5.4 At the time of the expiration or termination of this Agreement for any reason, if any Individual Contracts have been entered into but not yet delivered and/or paid for, such Individual Contracts shall not be affected by the expiration or termination of this Agreement and shall continue in effect.
- 5.5 Articles 5.4, 5.5, 6, 7, 8, 9, 10,11,12, 13, 14, 15, 16, 17, 18, 19, and will survive the expiration or termination of this Agreement as to all Individual Contracts entered into prior to the effective date of expiration or termination.

Article6. Warranty and Limitation of Liability

- 6.1 Seller warrants that the Products will conform to the specifications and descriptions of features specified in its Individual Contracts for a period of thirty days starting from the Delivery Date. SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.2 Any claim by Buyer alleging a breach of the above warranty shall be made within three after the Delivery Date, in relation to a breach that occurred during the above-referenced warranty period. Buyer's sole remedy for any such breach of warranty shall be, at the option of Seller, (i) repair of the Product to cause it to conform to the warranty, or (ii) a replacement Product that conforms to the warranty. Any alleged breach of warranty that cannot be duplicated or otherwise objectively confirmed by Seller shall be deemed to not be a breach of warranty.

6.3 With the exception of liability relating to intellectual property, Seller shall not be liable to Buyer for any consequential, indirect or special damages that Buyer may suffer in relation to the Products, including, but not limited to, lost profits, lost revenues, lost business chance, loss of use of the Products, and loss of use of other products or facilities. In addition, notwithstanding any other provision herein to the contrary, Seller's aggregate liability arising from transactions for Products under this Agreement shall not exceed [Price].

Article 7. Intellectual Property Infringement

Buyer shall defend and indemnify Seller against any claim or legal action brought by a third party alleging that Buyer's use of the Product infringes the intellectual property or other proprietary rights of the third party.

Article 8. Confidentiality

During the term of this Agreement and thereafter, both Parties shall keep in confidence all business and technical information (hereinafter "Information"), in whatever form, whether tangible or intangible, prior to executing this agreement or pursuant to this agreement.

Any Information will be disclosed to the limited employees of both Parties having a need to know or to receive such Information to produce the Product(s) and shall be used solely for the purpose for which it was furnished. Also both Parties are obliged to take necessary steps to protect the Information from disclosure, leakage or non-permitted usage, and shall be responsible for any losses or damages arising out of the disclosure, leakage or non-permitted usage by its officers, directors or employees.

Article 9. Notices

All legal notices relating to this Agreement shall be made in writing and shall be sent by registered or certified airmail, with receipt confirmed by a signed return receipt or internet tracking, to the following respective addresses of the Parties or to such other addresses as the Parties may designate in writing from time to time in accordance with this Article. If sent by airmail, the notice shall be deemed to be received three business days after the date of postmark or on such earlier actual delivery date as is evidenced by the signed return receipt or internet tracking. If sent by facsimile, the notice shall be deemed to be received on the date of transmission. However, if any notice is received or deemed to be received after normal business hours or on a non-business day at the place of receipt, the notice shall be deemed to be received on the following business day.

Seller: Saijoinx Co., Ltd.

Attention: [●●]

[●●]

Email

Buyer:

[●●]

Attention: [●●]

[●●]

Email

Article 10. Amendment

No amendment or modification to this Agreement shall be effective unless evidenced by a writing executed by both Parties.

Article 11. Waiver

The failure at any time of either Party to enforce or require strict compliance with any provision of this Agreement shall in no way be construed as a waiver of such provision nor in any way be construed to affect the right of such Party to thereafter enforce that or any other provision of this Agreement.

Article 12. Severability

In the event that a court or other tribunal of competent jurisdiction at any time holds that any provision of this Agreement is illegal or unenforceable, such provision shall be severed from this Agreement, and the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

Article 13. Entire Agreement

This Agreement, including any Exhibits attached hereto, contains the complete and entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior negotiations, agreements, and understandings between the Parties with respect to such subject matter. Each Party specifically acknowledges that the other Party has made no representations or promises (written or oral) inducing execution of this Agreement other than those specifically stated herein.

Article 14. Force Majeure

Notwithstanding anything herein to the contrary, neither Party hereto shall be liable for its failure to perform any of its obligations hereunder if precluded by riot, epidemic, power or communication line outage, war (whether declared or undeclared), terrorist act, fire, flood, tidal wave, earthquake, or other natural disaster, nuclear accident, strike, lockout, or other labor trouble, acts or non-acts of any governmental entity or official, or any other cause beyond the reasonable control of the Party. If either Party wishes to invoke this provision, it shall promptly notify the other Party in writing of the nature of the force majeure and the affected obligations. The Party invoking this provision shall use its best efforts to minimize the effect of

the force majeure.

Article 15. No Assignment/Successors and Assigns

- 15.1 Neither Party may assign or grant a security interest in any of its rights or delegate any of its obligations under this Agreement to a third party without the prior written consent of the other Party. Any purported assignment/grant of security interest/delegation made in violation of this provision shall be null and void. Notwithstanding the above, either Party may assign all of its rights and delegate all of its obligations under this Agreement without the consent of the other Party in the case of a merger or the sale of substantially all of the assets or stock of the assigning Party, provided that the assignee assumes all of the assigning Party's obligations under this Agreement. No partial assignment or delegation shall be allowed in such a case.
- 15.2 Subject to the restrictions on assignment contained herein, this Agreement shall inure to the benefit and be binding upon the Parties and their respective successors and assigns.

Article 16. No Third Party Beneficiary

This Agreement is solely for the benefit of the Parties and their successors and assigns, subject to the restrictions on assignment contained herein, and shall not be construed to confer any rights on any third parties.

Article 17. Headings For Reference Only

All headings in this Agreement are for reference only and shall not be considered in construing the meaning of this Agreement or the intent of the Parties.

Article 18. Communications

All communications between the Parties relating to this Agreement shall be in the English or Japanese language.

Article 19. Governing Law and Dispute Resolution

- 19.1 This Agreement as well as all claims arising out of or in connection with this Agreement or the transactions contemplated by this Agreement (including all tort and other non-contract claims) shall be governed by and construed in accordance with the substantive laws of [Japan]. [The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.]
- 19.2 If any dispute arising out of or in connection with this Agreement or the transactions contemplated by this Agreement (including any tort and other non-contract claims) cannot be amicably resolved by the Parties, the exclusive forum for resolution of such dispute shall be an arbitration in [Osaka, Japan] in accordance with the [Commercial Arbitration rules] of the [Japan Commercial

Arbitration Association] , which arbitration award shall be binding on the Parties with no right of appeal. [The arbitration shall be conducted in the Japanese language.] [The arbitrator shall not award any punitive damages, and the Parties waive any claims for punitive damages they may have against each other.] The prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such arbitration.

19.3 This arbitration provision shall not apply to petitions for preliminary or temporary injunctive relief which may be brought in any court of proper jurisdiction.

Article 20. Conferral with Counsel

Each Party hereby confirms that it has conferred with qualified legal counsel regarding the legal effects of each provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth under their signatures.

[Saijoinx Co., Ltd.]

[●●]

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date: