

Sales Agreement

This Agreement, entered into this **xx day of xx (m), xxxx(y)** by and between KANSO TECHNOS CO., LTD. a corporation duly organized and existing under the laws of Japan and having its principal office of business at 1-3-5 Azuchimachi, Chuo-ku, Osaka, Japan (hereinafter referred to as "Seller") and **Buyer's Name of Organization/Person**, a corporation duly organized and existing under the laws of the **Buyer's governing country** and having its principal office of business at **Buyer's address** (hereinafter referred to as "Buyer"),

WITNESSETH THAT:

WHEREAS, Seller develops and manufactures Products (defined below);

WHEREAS, Buyer desires to purchase Products from Seller, and Seller desires to sell Products to Buyer.

NOW, THEREFORE, it is agreed between the parties as follows:

Article 1. Purpose

1. Buyer agrees to purchase and Seller agrees to sell **number bottles of and Lot** reference material for nutrients in seawater, RMNS, (contained in 100ml polypropylene bottle and individually wrapped and vacuum-sealed; hereinafter called "Products"), at the following contract price and upon the terms and conditions hereinafter set forth.
Contract Price: ¥xx Japanese yen
2. Products shall be delivered in conjunction with the associated Identification of RMNS.
3. The trade term for the Contract Price is CIP (cost, insurance and freight included) in compliance with the International Commercial Terms 2000 in **Buyer's governing country**, and the Contract Price may not be altered for whatsoever reason unless this

Agreement is amended pursuant to Article 19.2.

Article 2. Terms of Payment

Buyer shall pay the Contract Price to Seller in Japanese yen on or before the **xx day of xx(m), xxxx(y)** via wire transfer to the following bank account as designated by Seller.

Sumitomo Mitsui Banking Corporation
Osaka Head Office
SWIFT Code: SMBCJPJT
Savings Account No. 3715113
Account Holder: KANSO TECHNOS CO., LTD.

Article 3. Delivery

Products shall be shipped to the destination designated by Buyer (hereinafter called the "Destination") via international courier service within 10 days following the date of full payment of the Contract Price (hereinafter called "Delivery Deadline") on the basis of CIP in compliance with the International Commercial Terms 2000, except as otherwise agreed upon in writing.

Article 4. Taxes

Both parties hereto shall pay any and all taxes imposed by law by their respective countries upon or on account of Products.

Article 5. Packing, etc.

Buyer shall furnish Seller with necessary instructions for inscription of origin, packing, marking and/or other arrangements, with ample time for preparation of shipment of Products respectively, failing which, Seller's discretion shall be allowed. Export packing consistent with market standards and customary for Products, shall be deemed acceptable to both parties hereto.

Article 6. Inspection of Products

1. Buyer shall examine Products and check whether or not there are any defects

observable from their appearances (excluding those obviously not affecting the quality of Products such as damage to or deformation of the carton boxes) such as damage to the wrap or bottle of Products within thirty (30) days after Products arrive at the Destination, and notify Seller of the result of such inspection by fax, email or in any other written form (hereinafter called "Notification of Inspection Result".) Buyer will then return the defective Products. In the event any Products are deemed defective, Buyer may bill Seller for the expenses arising from such return shipment. In the event the Notification of Inspection Result is not sent to Seller within thirty (30) days after the arrival of Products at the Destination, it shall be deemed Products had no defect observable from the appearance thereof.

2. Seller shall promptly ship non-defective replacement Products at its sole expense in exchange for the returned defective Products if such returned Products are reported as having defect in the Notification of Inspection Result.

Article 7. Title

The risks and title of Products shall be transferred from Seller to Buyer upon delivery of Products by Seller to the international courier service company stated in Article 3 in accordance with the trade term CIP.

Article 8. Prohibition of Transfer of Products

Buyer shall not transfer Products to any third party with or without compensation, without prior written consent of Seller.

Article 9. Guarantee and Claim

1. Seller shall guarantee to secure the stability of Products by continually measuring components included in the sample of Products Seller keeps through the expiration date specified in the Identification of Reference Material for Nutrients in Seawater.
2. In the event Seller believes it will not be able to guarantee the quality of Products throughout the period until the expiry date stated in the Identification of Reference Material for Nutrients in Seawater, Seller shall notify Buyer without delay, and send replacement Products of which quality is able to be guaranteed to Buyer at Seller's sole expense. This shall be the sole and exclusive provision that sets forth Seller's liability

relating to the guarantee as stated in the preceding paragraph. Seller has no other liability relating to the guarantee set forth in the preceding paragraph.

3. Seller does not guarantee to Buyer that the use of Products or the use, etc. of the measuring method in which Products are used does not infringe the intellectual property rights such as the patent, utility model, design, trademark and copyright of any third party.
4. Seller is not liable for compensating Buyer for any loss or damage Buyer incurs, which is caused by storing or using Products in a manner not in conformance with to the instructions provided in Exhibit A, attached hereto.

Article 10. Default

Buyer is liable for the consequence arising from any failure or delay in its obligations set forth in this Agreement. In the event of Buyer's failure or delay in complying with the terms of this Agreement, Seller is entitled to re-sell or hold defaulted Products for account and at the risk of Buyer.

Article 11. Termination

This Agreement shall be terminated without requiring either party hereto to notify the other:

- a) without prejudice to any damage or legal redress that the injured party may be entitled to, in the event either party hereto substantially fails to comply with any of the provisions of this Agreement and fails to remedy the violation or breach within thirty (30) days after it has been notified in writing thereof and the other party incurs loss or damage resulting from such violation or breach and wishes to terminate this Agreement; and/or
- b) in the event Buyer or any affiliated party thereof has filed for Buyer's bankruptcy, civil rehabilitation, corporate reorganization, protection on its assets, any other proceedings relating to bankruptcy, or commencement of the dissolution or liquidation procedure.

Article 12. Notices

1. All notices, billing and other communications relating to this Agreement provided from one party hereto to the other, shall be made in writing (email included) in English language unless otherwise agreed between the parties, and be sent via registered airmail with postage prepaid or facsimile or email, or personal delivery, to the address first

written above or any other address notified by the receiving party pursuant to this article.

2. All notices, billing and other communications stated in the preceding paragraph are deemed received upon receipt if personally delivered, upon confirmation of transmission if sent by facsimile or email, and seven (7) days after receipt by the post office if sent by registered airmail.

Article 13. Arbitration

All disputes, controversies or differences in opinion which may arise between the parties hereto, out of, in relation to or in connection with this Agreement, shall be finally settled by arbitration in the English language in Osaka, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. Any award rendered by the arbitrator(s) shall be final and binding upon both parties.

Article 14. Force Majeure

Neither party hereto is liable for compensating the other party for any loss or damages it may incur due to any failure or delay in fulfilling the obligations under this Agreement as far as such failure or delay is caused by prohibition of export, refusal to issue export license, Act of God, war, blockade, embargoes, insurrection, mobilization or any other actions of Government authorities, riots, civil commotions, warlike conditions, strikes, lockout, shortage or control of power supply, plague or other epidemics, quarantine, fire, flood, tidal waves, typhoon, hurricane, cyclone, earthquake, lightning, explosion, or any other causes beyond the control of Seller or Force Majeure, as long as such cause is present.

Article 15. Severability

Should any of the provisions hereof be held to be illegal, unenforceable or invalid or unenforceable by any court or other duly authorized organization, such illegality, unenforceability and invalidity shall not affect the legality, enforceability and validity of any of the remaining provisions hereof.

Article 16. Language

This Agreement shall be made only in English. Any translations hereof into any

languages, including Japanese and French, shall be deemed solely as reference materials. In the event any argument arises relating to inconsistency or difference in the interpretation of this Agreement, the English version shall prevail in all respects.

Article 17. Governing Law

This Agreement shall conform to and be interpreted under the laws of Japan as to all matters including validity, interpretation and performance thereof.

Article 18. Limitation of Seller's Liability

The amount of total aggregate liability to be born by Seller shall not exceed the total compensation received by Seller under this Agreement.

Seller shall not be liable to Buyer for any special or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, caused by the Seller's negligence, breach of contract, or any other cause whatsoever.

Article 19. Entire Agreement and Amendment

1. This Agreement supersedes all prior negotiations, written communications, understandings and agreements relating to the subject hereof between the parties hereto.
2. This Agreement may not be amended or altered in any way other than written agreement between duly authorized representatives of respective parties hereto after the execution date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two copies by their representatives or the persons duly authorized to execute this Agreement for each the party to retain one copy.

KANSO TECHNOS CO., LTD.

, General Manager
Laboratory for Instrumentation and Analysis

Name of Buyer

[Name]
[Title]

Exhibit A

Warnings on Products Storage and Use

1. Products are unsuitable for consumption.
2. Products may not be frozen (due to possible changes in the Products' physical composition.)
3. Products may not be exposed to direct sunlight and must be stored in conditions between five (5) and thirty-five (35) degrees Celsius.
4. Products must be put in use immediately after the vacuum-sealed wrap is opened. Once the wrap is opened, the quality of Products may not be maintained even if the lid of the bottle is replaced.
5. Products may not be diluted or concentrated for use.
6. The bottles of Products must be shaken well before use. The vacuum-sealed wrap must be opened immediately before the commencement of measurement.