

General Terms and Conditions of Sale of TOYOBO MC Corporation

1. Acceptance. BUYER will accept these terms and conditions through the following actions: (a) signing and returning SELLER a copy of the quotation; (b) sending SELLER a written acknowledgment of the quotation; (c) placing a purchase order or giving instructions to SELLER for the manufacture, assortment or delivery of the product (including instructions for billing and retention) after receiving the quotation; (d) failing to cancel a purchase order within ten(10) days of receipt of these terms and conditions; (e) accepting delivery of all or part of the product; (f) paying for all or part of the product; (g) indicating in some other manner BUYER's acceptance of these terms and conditions.

2. Shipments, Title, Risk of Loss, Terms. Unless otherwise agreed, SELLER shall arrange for shipment of the product by a common carrier to BUYER's facilities. SELLER shall not be liable for damages resulting from delays in delivery. Unless stated specifically to the contrary, deliveries will be made according to SELLER's regular manufacturing schedules. SELLER shall invoice BUYER on or promptly after the date of each shipment hereunder. Terms of payment shall be net thirty (30) days. Title to and risk of loss or damage on product sold hereunder shall pass to Buyer when, and such place where, it is delivered to BUYER under the definition of the latest ICC Incoterms.

3. Payment. If payment for the product is to be made by a letter of credit, BUYER shall, immediately following the execution of a contract, establish in favor of SELLER an irrevocable and confirmed letter of credit negotiable on sight draft through a prime bank of good internationally reputed and satisfactory to SELLER, which is valid for at least twenty-one (21) days after the date of shipment or delivery, unless otherwise provided herein. Such letter of credit shall be in a form and upon terms satisfactory to SELLER and shall authorize reimbursement to SELLER for such sums, if any, as may be advanced by SELLER for consular invoices, inspection fees and other expenditures for the account of BUYER. Should payment under such letter of credit not be duly effected, BUYER shall, upon notice thereof from SELLER, immediately make payment in cash to SELLER directly and unconditionally. When SELLER and BUYER agree on other payment terms in a separate individual contract, the other payment terms shall supersede those stated above. BUYER shall pay for the product in full, without any set-off, counterclaim, recoupment or other similar rights against SELLER. If BUYER is required under any applicable law to withhold or deduct any amount from the payment due to SELLER, BUYER shall increase the sum it pays to SELLER by the amount necessary for SELLER to receive an amount equal to the sum it would have received if no withholdings or deductions had been made.

If BUYER fails to pay for the product when due, or if payment is to be made by a letter of credit and such letter of credit is not established in accordance with the terms of the contract, Seller may cancel all or any part of the contract at any time without prejudice to the rights of SELLER to recover any damages or losses incurred by SELLER and to enforce any other rights or remedies under applicable laws, and all accounts payable by BUYER to SELLER for the product delivered under the contract shall, upon SELLER's declaration, become immediately due and payable in cash in full.

If BUYER fails to pay for the product in accordance with the contract, Buyer shall pay to SELLER, as liquidated damages and not as a penalty, interest on the overdue amount at the rate of six percent (6%) per annum or the then applicable rate (which may be a fixed or floating rate) under Japanese law, whichever is higher, calculated from and including the due date for the payment to but excluding the actual date of payment, on the basis of a year of 360 days. All bank charges outside Japan, including collection charges and stamp duties, if any, shall be for the account of BUYER, provided that confirmation fees or charges shall be for the account of BUYER, regardless of being charged within or outside Japan.

4. Increased Costs. Any new, additional or increased freight rates, surcharges (bunker, demurrage, currency, congestion or other surcharges), taxes, customs, duties, export or import surcharges or other governmental charges, or insurance premiums, including those related to any of the force majeure events set forth in clause 5 which may be incurred by SELLER after the execution of a individual contract with respect (a) to the product supplied hereunder or (b) to raw materials utilized by SELLER's supplier(s) in production of the product supplied hereunder, shall be for the account of BUYER and reimbursed to SELLER by BUYER.

5. Force Majeure. In the event of the occurrence of contingencies beyond the reasonable control of either or both of the parties, including without limitation, (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of each transaction; (f) national or regional emergency; (g) epidemic, pandemic or other significant public health emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities, whether occurring (i) to Seller or (ii) to Seller's supplier(s) of the product, or (iii) to BUYER interfering with the production, supply, transportation, or consumption of the product sold hereunder, or with the supply or consumption of any raw material used in connection therewith, the obligations of the parties to perform hereunder shall be suspended, and quantities so affected, may be eliminated from the contract without liability. The party invoking Force Majeure hereunder shall give prompt notice of, and utilize best efforts to terminate or remove, the Force Majeure conditions.

6. Warranty. SELLER hereby warrants BUYER that (a) it has good and marketable title to the product delivered to BUYER hereunder and (b) at the time of shipment to BUYER, the product will meet SELLER's then-current product specifications. SELLER HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY CONCERNING THE PRODUCT SUPPLIED HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. IN NO EVENT SHALL SELLER'S LIABILITY WITH REGARD ARISING THEREOF EXCEED THE SUM OF THE SALES PRICE, PLUS DELIVERY COSTS, ATTRIBUTABLE TO THE SPECIFIC DELIVERY AS TO WHICH SUCH CLAIM IS MADE

8. Patents. SELLER is not responsible to BUYER for any infringement, alleged or otherwise, of patent, utility model, design, trademark or any other industrial property right or copyright, in connection with the product, the use thereof alone or in combination with other material or in the operation of any process.

9. Claims. BUYER shall be responsible for inspection of the product upon receipt from SELLER to insure conformity with stated specifications. All claims relating to quantity, quality, weight, and condition of the product included in a shipment made hereunder

will be deemed waived by BUYER unless written notice thereof shall be given to SELLER within fourteen (14) days after the arrival of such shipment at BUYER's facilities, or until the moment of process conversion by BUYER, whichever is earlier. All claims for latent defects shall be made in writing immediately after such defect has become apparent, but no later than three (3) months after receipt of the product. Once any claimed defect has been discovered, no further use of such product shall be made by Buyer. When SELLER and BUYER agree on a different claim notification period in a separate individual contract, such period shall supersede those stated above. Otherwise, the three (3) months period shall always apply to the product sold hereunder. In the event that any product is found or alleged to be defective or unsafe, or may cause damage or harm, SELLER shall have the right to instruct BUYER to immediately cease use, sale, or distribution of the product. Upon such instruction, BUYER shall promptly comply with such request and shall take all necessary steps to suspend use, sale, or distribution of the affected product. There will be no limitation on the period of time in which the Seller may remedy any non-conformity or non-compliance, provided that it continues to use reasonable efforts to remedy it.

10. Compliance with Laws. BUYER shall conduct its business in strict compliance with all applicable laws and regulations, including but not limited to, any anti-corruption laws, including without limitation, the Unfair Competition Prevention Act of Japan and the Foreign Corrupt Practices Act of the United States. BUYER shall timely obtain, effectuate and maintain in force any permit, license, exemption, filing, registration and other authorization in respect of the use, handling, transportation, storage, import, purchase, resale or disposal of the product, required under any applicable law or regulation including those relating to, among other things, the environment, food safety, control of chemical substances and restriction of hazardous substances. BUYER shall not export or re-export the product, directly or indirectly, without obtaining any license or approval required under applicable international or national export control laws.

11. Default. If: (a) BUYER fails to perform any provision of a contract with SELLER, becomes unable to pay its debts generally as they become due, becomes insolvent or makes a general assignment for the benefit of creditors; or (b) a proceeding in bankruptcy, winding-up or any other similar proceeding is instituted by or against BUYER; then, SELLER may, at its sole discretion, (i) cancel the contract or any part hereof, (ii) declare all payments owing by BUYER hereunder immediately due and payable, (iii) resell the product, (iv) hold the product at the risk of BUYER, (v) postpone the shipment of the product or (vi) stop the product in transit. BUYER shall reimburse SELLER for all losses or damages arising directly or indirectly from any such events of default or the exercise of any one or more of such remedies by SELLER. All rights and remedies of SELLER hereunder are in addition to, and not exclusive of, any other rights and remedies that may be available to Seller at law, in equity, by statute, in any other agreement between SELLER and BUYER or otherwise.

12. Anticipatory Breach. If SELLER reasonably anticipates that BUYER will fail to pay for product or to otherwise perform any of its obligations hereunder, SELLER may demand adequate assurance, satisfactory to SELLER, of the due performance of contract by BUYER and withhold shipment or delivery of the undelivered product. Unless BUYER gives SELLER such assurance within a reasonable time, SELLER may, without prejudice to any other remedies it may have, cancel the portion of the contract which relates to the undelivered product, and all accounts payable by BUYER to SELLER for the product delivered hereunder shall, upon SELLER's declaration, become immediately due and payable in cash in full.

13. Governing Law. This Agreement shall be governed by the laws of Japan.

14. Settlement of Disputes All disputes arising out of or in connection with this Contract shall be finally settled by arbitration in Osaka, Japan under the Rules of Arbitration of the International Chamber of Commerce. The tribunal shall consist of one arbitrator appointed in accordance with such Rules, unless SELLER and BUYER otherwise agree.

15. Entire Contract/Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no understandings or warranties, express or implied, except as set forth herein. This Agreement may be amended only by mutual agreement in writing, duly signed by authorized representatives of both parties.

16. Separability/Waivers. The terms and conditions of this Agreement shall be deemed to be separable, if any part thereof is held to be invalid for any reason, the other terms and conditions hereunder shall remain in full force and effect. SELLER's waiver of any breach, or failure to enforce any of the terms and conditions, of this Agreement shall not be deemed to affect, limit or waive SELLER's right thereafter to require compliance with the terms and conditions hereof.

Dated October 2, 2025