

## **Basic Terms and Conditions of Transactions**

**Enacted: February 2nd, 2026 Yokomo Ltd.**

### **Chapter 1 General Provisions (Common Matters)**

#### **Article 1 (Purpose and Application)**

1. These Basic Terms and Conditions of Transactions (hereinafter referred to as these "Terms") sets out the basic terms governing the contractual relationship between Yokomo Ltd. (hereinafter referred to as the "Company") and a counterparty (hereinafter referred to as the "Counterparty") with whom the Company conducts transactions such as the sale and purchase of goods, products, services, etc. (hereinafter referred to as "Products, etc."), or the consignment of manufacturing or business (hereinafter referred to as "Individual Transaction").
2. Unless a separate written agreement (such as a basic transaction agreement) has been entered into between the Company and the Counterparty, these Terms shall apply to all Individual Transactions.

**Article 2 (Formation of Individual Contract)** A contract regarding an Individual Transaction (hereinafter referred to as an "Individual Contract") shall be formed at the earlier of: the time when either the Company or the Counterparty issues an order sheet (including via email, EDI, etc.) and the other party accepts it; or the time when the shipment or delivery of the Products, etc. is made based on such order.

**Article 3 (Payment Terms)** The parties shall pay the price of the Products, etc. based on the Individual Contract to the bank account designated by the other party by the due date specified in the Individual Contract or the invoice. Bank transfer fees shall be borne by the party making the payment.

**Article 4 (Risk of Loss)** Any loss, damage, or other harm to the goods or products (hereinafter referred to as the "Products") occurring prior to the transfer of title (the timing of title transfer is specified in Chapter 2 and Chapter 3) shall be borne by the seller in the Individual Contract, and such harm occurring after the transfer of title shall be borne by the buyer; provided, however, that this shall not apply if such harm is attributable to the negligence of either party.

#### **Article 5 (Exclusion of Anti-Social Forces)**

1. The parties represent and warrant to the other party that they or their officers, etc. do not fall under organized crime groups (*Boryokudan*), members of organized crime groups, quasi-members of organized crime groups, companies related to organized crime groups, corporate racketeers (*Sokaiya*), groups/individuals claiming to be social or political activists, special intelligence organized crime groups, or any other persons equivalent thereto (hereinafter referred to as "Anti-Social Forces"), and that they are not involved with Anti-Social Forces. Furthermore, the parties affirm that they will not fall under Anti-Social Forces in the future, will not be involved with

Anti-Social Forces, and will not engage in violent demands, unreasonable demands exceeding legal liability, threatening behavior or use of violence in connection with transactions, or acts of spreading rumors, using fraudulent means or force to damage credit.

2. If the other party is found to have breached the representations and warranties in the preceding paragraph or violated the affirmation in the preceding paragraph, a party may immediately terminate all transactions without any notice. In this case, the other party must indemnify or compensate for damages, losses, or expenses (hereinafter referred to as "Damages") incurred by the terminating party.

**Article 6 (Confidentiality)** The parties shall not disclose or leak to a third party any business or technical confidential information of the other party obtained through the transactions without the prior written consent of the other party. The obligations under this Article shall remain effective for a period ending on the day preceding the third anniversary of the date of termination of the transactions.

**Article 7 (Termination and Loss of Benefit of Time)** If a suspension of payment or a petition for provisional seizure bankruptcy proceedings, other legal insolvency proceedings or private liquidation proceedings (including ADR) is filed against the other party, or if the other party violates any provision of these Terms (excluding the affirmation in Article 5, Paragraph 1) and fails to correct such violation despite a demand specifying a reasonable period, a party may immediately terminate the Individual Contract, and the other party shall lose the benefit of time with respect to all debts.

**Article 8 (Exemption and Force Majeure)** The parties shall not be liable if the performance of the contract is delayed or becomes impossible due to acts of God, natural disasters, war, riots, enactment or abolition of laws and regulations, orders or dispositions by public authority, epidemics, or other force majeure.

**Article 9 (Prohibition of Transfer of Rights and Obligations, etc.)** The parties may not assign, transfer, or provide as collateral to a third party any rights, obligations, or contractual status arising from these Terms or an Individual Contract.

**Article 10 (Amendment of Terms)** The Company may amend these Terms by notifying the content of the amended Terms and the effective date of the amendment. However, such amendment shall not apply to Individual Contracts already formed as of the effective date of the amendment.

**Article 11 (Jurisdiction)** The Tokyo District Court shall be the exclusive agreed court of jurisdiction in the first instance for any and all disputes regarding these Terms and Individual Contracts.

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## **Chapter 2 Sales Transactions (Company as Seller or Contractor)**

### **Article 12 (Delivery and Inspection)**

1. The Counterparty shall inspect the Products promptly after receipt and notify the Company of the inspection results within five (5) business days from the date of receipt of the Products (hereinafter referred to as the "Inspection Period"). If no notice is given to the Company within said period, the Products shall be deemed to have passed the inspection.
2. If the notice in the preceding paragraph indicates failure, the Company shall provide replacement products, repair the Products, or exchange parts.
3. Title to the Products shall pass from the Company to the Counterparty upon passing the inspection or upon completion of the provision of replacement products, repair of the Products, or exchange of parts.

**Article 13 (Limitation on Returns, etc.)** Except where non-conformity of the Products, etc. (quality defects, shortage in quantity, wrong items, breakage, etc.) is notified within the Inspection Period, no provision of replacement products, repair of Products, or exchange of parts shall be made.

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### **Chapter 3 Purchasing Transactions (Company as Buyer or Entrustor)**

#### **Article 14 (Quality Warranty and Non-conformity Responsibility)**

1. The Counterparty represents and warrants that the Products, etc. to be delivered conform to specifications, drawings, and other agreed conditions, and do not infringe upon the intellectual property rights of any third party (referring to Intellectual Property Rights defined in Article 2, Paragraph 2 of the Intellectual Property Basic Act; hereinafter the same).
2. In the event of any non-conformity (quality defects, shortage in quantity, wrong items, breakage, etc.) in the delivered Products, etc., the Company may request delivery of substitute products, repair, reduction of the price, or termination of the Individual Contract, and may also claim compensation or indemnification for Damages caused by the non-conformity.
3. If the Counterparty receives notice regarding infringement of intellectual property rights from a third party regarding the Products, etc., it shall notify the Company to that effect without delay, and shall indemnify or compensate for all Damages incurred by the Company due to such notice from the third party.

**Article 15 (Product Liability/PL)** If any Damages are caused to the Company or a third party due to a defect in the Products delivered by the Counterparty, the Counterparty shall indemnify or compensate for such Damages and hold the Company harmless. The Counterparty shall maintain Product Liability Insurance (PL Insurance), if necessary.

**Article 16 (Transfer of Title)** Title to the Products shall pass from the Counterparty to the Company upon the Company notifying the Counterparty that it does not request delivery of substitute products or repair.