

Terms and Conditions

Japan Agency for Marine-Earth Science and Technology, JAMSTEC, its Headquarters at 2-15, Natsushima-cho, Yokosuka-city, Kanagawa, Japan (hereinafter referred to as "Seller") provides nutrient Certified Reference Material, CRM in seawater (hereinafter referred to as "CRM") to Buyer in accordance with this Terms and Conditions.

In this Terms and Conditions, "Buyer" means a corporation or individual that has applied to order the CRM. In ordering the CRM, Buyer shall be deemed to have accepted these Terms and Conditions.

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 CRM, (contained in 100ml polypropylene bottle and individually wrapped and vacuum-sealed; hereinafter called "Products"),
2. Products shall be delivered to Buyer in conjunction with the associated Identification of CRM.

Article 2. Terms of Payment

Buyer shall pay the price to Seller in Japanese Yen by only credit card.

Buyer shall access to the URL identified in the payment request by Seller to be sent to Buyer via e-mail and shall complete all the required fields to make the payment.

Article 3. Delivery

Seller shall make shipment of the ordered Products upon completion of credit card authorization.

Products shall be shipped to the destination designated by Buyer (hereinafter called the "Destination") by an international courier service company to be designated by Buyer or Seller on behalf of Buyer.

Article 4. Taxes

1. Any and all taxes and levies imposed upon Buyer by governmental authorities of Buyer in connection with this Terms and Conditions shall be borne by Buyer.
2. Any and all taxes and levies imposed upon Seller by governmental authorities of Seller in connection with this Terms and Conditions shall be borne by Seller.
3. Any Customs export and/or import duties imposed upon Buyer and/or Seller for the Product by governmental authorities shall be borne by Buyer.

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. If Buyer fails to furnish such instructions within a reasonable period, Seller may, at its sole discretion, inscribe necessary information on packaging, packing, marking and/or other arrangements.

. Export packing consistent with market standards and customary for Products, shall be deemed acceptable to both parties hereto.

Article 6. Inspection of Products

1. Upon delivery of the Products, Buyer shall inspect 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 of the Product's delivery to the Destination, and notify Seller of the result of such inspection by 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 that the Notification of Inspection Result is not sent to Seller within thirty (30) days after the delivery of the Products to 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 own 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 provided in Article 3.

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 the quality of Products up until the expiration date of the guarantee period specified in the Identification of Product by continually measuring components included in the sample of Products that Seller keeps.
2. In the event that Seller believes it will not be able to guarantee the quality of Products up until the expiration date specified in the Identification of Product, Seller shall notify thereof to Buyer without delay, and send replacement Products ,at Seller's own expense, quality of which is able to be guaranteed by Seller to Buyer. This shall be the sole and exclusive provision that sets forth Seller's responsibility relating to the guarantee as stated in the preceding paragraph. Seller has no other responsibility 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 the instructions provided in Exhibit A, attached hereto.

Article 10. NON WARRANTY

ALL WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE HEREBY EXCLUDED AND DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Article 11. Default

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

Products for Buyer's account and risk.

Article 12. Termination

This Terms and Conditions 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 Terms and Conditions 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 Terms and Conditions; 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 13. Notices

1. All notices, billing and other communications relating to this Terms and Conditions 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 to have been 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 14. 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 Terms and Conditions, shall be finally settled by arbitration in the Japanese language in Tokyo, 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. There shall be three (3) arbitrators, one nominated by the initiating party in the request for arbitration, the second nominated by the other party, and the third, who shall act as president of the arbitral tribunal, nominated jointly by the other two arbitrators.

Article 15. 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 Terms and Conditions 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, tsunami, 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 16. Severability

Should any of the provisions hereof be held 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 17. Language

This Terms and Conditions 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 Terms and Conditions, the English version shall prevail in all respects.

Article 18. Governing Law

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

Article 19. Limitation of Seller's Liability

The amount of total aggregate liability to be borne by Seller shall not exceed the total consideration received by Seller under this Terms and Conditions. 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 Buyer's negligence, breach of contract, or any other cause whatsoever.

Article 20. Entire Agreement

This Terms and Conditions supersedes all prior negotiations, written communications,

understandings and agreements relating to the subject hereof between the parties hereto.

Article 21. Modification

This Terms and Conditions may not be amended or altered in any way other than a written agreement executed by duly authorized representatives of respective parties hereto after the execution date hereof.

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.