

# Basic Terms and Conditions for Quotations and Contracts for Gas Chromatograph AI Maintenance Support

3, 2023

Yokogawa Electric Corporation

Thank you for your interest in Yokogawa Electric Corporation and its affiliated companies (hereinafter referred to as "Yokogawa"). When you enter into a contract or use the Gas Chromatograph AI Maintenance Support (hereinafter referred to as "the Service"), the Software License Agreement and the Open Source Software License Agreement shall apply, unless otherwise specified in the quotation or quotation specifications. Please confirm the terms and conditions of the Software License Agreement and the Open Source Software License Agreement in advance.

## 1. Scope (of a document)

These Basic Terms and Conditions shall apply to the Services provided by Yokogawa.

Custom services and engineering are not covered by these Basic Terms and Conditions, and the terms and conditions of those services shall be determined separately upon consultation with you.

## 2. Estimate

### 2.1 Validity of Quotation

Quotations are valid for one month from the date of quotation, unless otherwise stated in the quotation. If you place an order after the quotation expiration date, we will re-quote you.

### 2.2 Significant Changes in Basis of Estimate

If, due to unforeseen circumstances (including circumstances beyond our control such as the spread of infectious diseases and other force majeure events), we (including our suppliers and business partners) determine that the scope, schedule, etc. of services or products have changed and that it is impossible to provide services or products at the delivery date, price or terms quoted, we may request a change in price or other conditions after consultation with you even after the conclusion of the contract.

### 2.3 Consumption Tax (incl. sales tax, VAT, excise duty, etc.)

The amount shown in the quotation does not include consumption tax (sales tax, VAT, excise duty, etc.) unless otherwise stated, and the amount equivalent to consumption tax will be added to the total amount.

## 3. Contract

### 3.1 Formation of a Contract

A contract regarding issued quotation is considered to be concluded when we issue a receipt of order in response to an order form issued by your company, or when we confirm and accept the contents of your order.

### 3.2 Change of Contract

If your company's specifications are changed after an order has been placed, we are entitled to bill you additional fees. Please notify us of any changes in specifications in writing or on drawings.

### 3.3 Cancellation of Contract

As a general rule, we do not accept cancellations.

Even in the event that we accept your written notice of cancellation, we will separately bill you for the contract amount based on the progress of the design and production work of the service up to the date of acceptance of cancellation.

### 3.4 Subcontract

a) With respect to the provision of the Service, Yokogawa may sub-contract all or part of its services and other operations to a third party.

b) When we subcontract all or part of our services or other business to a third party ("Sub-Contractor") pursuant to the preceding paragraph, we shall have the same obligations to the Sub-Contractor as we have to you under these Terms and Conditions, and we shall be fully responsible for the conduct of the Sub-Contractor.

## 4. Payment

Fees for the Service shall be paid in accordance with the billing by Yokogawa or a person designated by Yokogawa.

## 5. Operational Support Service

Operational support for Software Product such as training will be provided by agreeing separately, if necessary. However, as a general rule, this service will be limited to the contract period of the Service.

We do not provide maintenance of Software Product, such as data analysis and reporting and consulting for improvement of condition.