



NIKKISO CLEAN ENERGY & INDUSTRIAL GASES
 GROUP U.S. PURCHASE ORDER TERMS AND
 CONDITIONS
 Rev 12/9/2024

1. EXCLUSIVE TERMS ± Any acceptance of the purchase order placed by the Nikkiso Clean Energy & Industrial Gases Group company named on the face of this Purchase Order with the supplier named on the face of the SXUFKDVH RUG Limited to the acceptance of the express terms and conditions contained herein (together, WKH 33XUFKDVH RUG) for additional or different terms or any attempt by Seller to vary in any GHJUHH DQ\ RI WKH WHUPV RI WKLV PURCHASE ORDER is hereby objected to and rejected, but such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description and specification of the goods, prices, quantities, delivery schedules, or terms of payment, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. If this Purchase Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms and conditions contained herein, attached to this document, or delivered by Buyer with this document. Additional or different terms and conditions or any attempt by Seller to vary in any degree any of the terms and conditions of this Purchase Order shall be deemed material and shall be rejected; however, this Purchase Order shall not operate as a rejection of 6HOOHU\ V RIIH PURCHASE ORDER if one or more of the variances described above.



following the receipt of notice of breach of warranty and complete such corrections within thirty (30) days. If Seller does not complete the corrections as required, Buyer, at its option, may either terminate this Purchase Order or hire one or more third parties to repair or replace the defective goods for the account of Seller, in which case 6 H O O H U ¶ V warranty shall continue to be in effect.

5. TITLE – (a) Seller warrants good title to all of the goods furnished by it hereunder, free of all liens, claims and encumbrances. Title to the goods shall pass to Buyer at the date payment for all or any portion of the goods is made or upon delivery, whichever comes first. Said transfer of title VKDOO LQ QR ZD\ DIIHFW %X\HU¶V ULJKWV WR refuse the goods in case of non-conformity with the requirements for the goods as set forth in this Purchase Order.

(b) Title to all goods and materials for which payment has been made, whether or not the same has been incorporated in the goods, and title to all completed goods, whether paid for or not, shall vest in Buyer, and in any case



(b) Seller agrees to indemnify, defend and hold harmless Buyer, its successors, assigns and users of 6 HO Goods from and against loss, damage or liability, including costs incurred on account of any suit, claim, judgment, or demand involving infringement or alleged infringement of any patent rights in the manufacture, use or disposition of any goods or parts thereof, provided Buyer shall notify Seller of any suit instituted against it, and to the full extent of its ability to do so, shall permit Seller to defend the same or make settlement in respect thereof.

11. TERMINATION FOR DEFAULT & EXCUSABLE DELAYS ±(a) Time is of the essence with respect to this Purchase Order

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records; (iii) becomes lawfully available to the Receiving Party on a non-confidential basis from an independent source without breach of this Agreement or any other confidentiality obligations; or (iv) is independently developed by the Receiving Party without any reliance on or use of any Confidential Information and without breach of this Agreement or any other confidentiality obligations. The Receiving Party agrees to return all such Confidential Information to the Disclosing Party upon written demand of the Disclosing Party or upon termination of this Purchase Order for any reason.

21. CERTIFICATE OF CURRENT PRICING ± Seller certifies that the prices and delivery schedules reflected elsewhere in this Purchase Order are equal to or lesser than the prices and delivery schedules offered by Seller as of the date of this Purchase Order to their most favored customer for the goods ordered for like quantities. In the event Seller reduces its price for such goods during the term of this Purchase Order, Seller agrees to reduce the prices hereof correspondingly.

22. WAIVER OF LIENS ± Seller hereby waives its rights WR DQ\ PHFKDQLF¶V RU VLPLODU statute or otherwise for work done or materials furnished in connection with the goods. Seller shall obtain from any subcontractor or materialman prior to the performance of any work on the goods or to the furnishing of any materials for the goods, a written waiver satisfactory to Buyer of such VXEFRQWUDFWRU¶V RU PDWHULDOPD Property Damage. shall deliver such waiver to Buyer promptly upon receipt thereof. Seller shall reimburse Buyer for all costs and GDPDJHV LQFOXGLQJ DWWRUQH\¶V IHHV LQFXUUHG E\ %X\HU LQ connection with or as a result of the existence or discharge of any such lien.

23. INDEMNIFICATION; LIABILITY AND OTHER INSURANCE ± Seller shall indemnify, defend and hold Buyer harmless from and against all expenses (including DWWRUQH\¶V IHHV FODLPV GDPDJHV GHPDQGV ORVVHV RU OLDELWLWLHV DULVLQJ RXW RI 6HOOHU¶V EUHDFK LQ WKH SHUIRUPDQFH of this Purchase Order and/or the goods. In furtherance of the foregoing indemnity and not in limitation thereof, Seller agrees that Buyer shall be entitled to all damages resulting from a breach by Seller, including, but not limited to, all expenses reasonably incurred in inspection, receipt, transportation, care and custody of goods rightfully rejected, any commercially reasonable charges, expenses or commissions incurred in effecting cover, and any other reasonable expense incident to a delay or breach by Seller. This indemnification shall be in addition to the warranty obligations of Seller. Seller shall maintain such general liability insurance, including products liability, completed operations, contractor ¶ liability and protective liability, automobile liability (including non-owned DXWRPRELOH OLDELWLW\ ZRUNHUV¶ FRPSHQVDWLRQ DQG HPSOR\HU liability insurance as will adequately protect Buyer against such damages, liabilities, claims, losses, demands and

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24. LIMITATION OF LIABILITY ± In no event shall either party be liable for any loss of profits or revenue (whether direct or indirect) or for any exemplary, punitive, indirect or consequential damages of the other party except when such damages are caused by fraudulent acts, gross negligence, willful misconduct, breach of its indemnity obligations hereunder, violation of law, breach of confidentiality obligations or breach of intellectual property representations. Any liquidated damages that Buyer incurs due to delays in its own projects for which the goods are SXUFKDVHG DV D UHVXOW RI 6HOOHU considered indirect or consequential damages. This limitation does not apply to personal injury, death or property damage claims. Further, either S DU Wability on any claim of any kind for loss or damage arising out of or in connection with or resulting from this Purchase Order or for the performance or breach thereof shall in no case exceed one hundred percent (100%) of this Purchase Order price. This limitation does not apply to damages, liabilities, demands or claims arising out of fraudulent acts, gross negligence, willful misconduct of the breaching party, breach of the indemnity obligations, violation of law, breach of confidentiality obligations, breach of intellectual property representations or personal injury, death or property damage.

25. APPLICABLE LAW; DISPUTES ± Any action to enforce or interpret the terms of this IHHV LQFXUUHG E\ %X\HU LQ

