

General Terms and Conditions for the Sale of "Puro"
<p>1. Applicability</p> <p>(1) The present general terms and conditions ("GTC") apply to all contracts concluded between you, the Customer ("you", "Customer" or "Buyer") and Minebea Intec USA, Inc. ("we", "Minebea Intec" or "Seller"), 180 Lincoln Ave UNIT 1, Holbrook, NY 11741 via this online shop regarding the Product "Puro" ("Product"), unless nothing else has been expressly agreed in writing.</p> <p>(2) Minebea Intec does not accept deviating or conflicting conditions insofar as Minebea Intec has not expressly agreed to them in writing.</p> <p>(3) BY PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.</p> <p>(4) YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS WEBSITE IF YOU (i) DO NOT AGREE TO THESE TERMS, (ii) ARE NOT THE OLDER OF (A) AT LEAST 18 YEARS OF AGE OR (B) LEGAL AGE TO FORM A BINDING CONTRACT WITH SELLER, OR (iii) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.</p> <p>(5) These GTC are subject to change by us without prior written notice at any time, in our sole discretion. Any changes to these GTC will be in effect as of the "Last Updated Date" referenced on the Site. Any changes to these Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms prior to purchasing any product or services that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.</p>
<p>2. Registration as User</p> <p>(1) Purchase on this website requires you register for our trading system. Your registration will be made free of charge. For admittance, you must electronically fill out the application form on our website and send it to us. The information you provide shall be complete and truthful. With your application, you choose a personal user name and a password. The user name shall not violate any third party rights or other trademark or rights to safeguard a name or public morals. You are obliged to keep the password secret and not to disclose it to third parties.</p> <p>(2) Apart from your declaration of consent with the applicability of these GTC and conditions, your registration is not linked to any other obligations. You can delete your registration under "My account" at all times. You will not be obliged to buy any of the goods offered by us only due to your registration.</p> <p>(3) If your personal information shall change, you yourself are responsible for its update. All amendments can be made online under "My account" after the log in.</p>

3. Privacy

You agree that all information you provide is governed by our Privacy Policy <https://www.minebea-intec.us/us/data-protection/>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

4. Conclusion of the Contract, Contract Language

- (1) The presentation of the products and services in Minebea Intec's online shop does not constitute a legally binding offer, but merely an invitation to place orders (invitatio ad offerendum).
- (2) In Minebea Intec's online shop, the Customer can select products for purchase and/or services for booking by placing them in the shopping cart via a click on the respective button. There the Customer may modify at all time the desired quantity or delete Product and services completely.
- (3) After placing Product and services in the shopping cart, by clicking on the buttons "Next" the Customer will get first to the webpage where the Customer may enter the Customer data.
- (4) The Customer can review the Customer input on the overview page that will open up. To correct input errors (e. g. with respect to the payment method, data or quantity), click "Edit" next to the respective field. To cancel the order process, the Customer can simply close the Customer's browser window.
- (5) By clicking "Place Order" in the last step of the order process, the Customer submits a binding offer for purchase of the Product displayed in the order overview and/or for booking of the services listed in the order overview. Immediately after submitting the order, the Customer will receive an automatic email confirming the receipt of your order, which however does not yet constitute the acceptance of the Customer contract offer. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered. A contract comes into existence between the Customer and Minebea Intec as soon as we accept the Customer's order and/or booking by means of a separate email or dispatch the Product. Please regularly check the spam folder of the Customer's mailbox.
- (6) The exclusive language available for the conclusion of the contract shall be English.

5. Storage of the contract text

The Customer will receive the contractual provisions together with information on the Product ordered and/or services booked including these GTC by e-mail upon acceptance of the contract offer or together with the notification thereof.

6. Price and Payment Conditions
<p>(1) The Customer shall pay the purchase price of product(s) in accordance with the payment terms agreed to between the parties in advance.</p> <p>(2) Minebea Intec does not accept deviating or conflicting Payment Conditions insofar as Minebea Intec has not expressly agreed to them in writing.</p> <p>(3) Interest will be charged daily on past due amounts at the rate of one (1) % per month or the maximum rate permitted by law, whichever is less.</p>
7. Title, Risk of Loss, and Security Interest
<p>(1) Risk of loss shall pass and the parties' respective legal obligations in regard to delivery and shipment shall be as defined in INCOTERMS 2020 for the relevant shipping term provided in Section 8. Title shall pass when risk of loss passes.</p> <p>(2) As collateral security for the payment of the purchase price of the Product(s), you hereby grant to Seller a lien on and security interest in and to all of the right, title and interest in, to and under the Product(s), wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.</p>
8. Delivery Conditions
<p>(1) Delivery to the address in the United States [48 contiguous States] shall be made FCA delivery address in accordance with the Incoterms 2020; accordingly you will not pay all shipping and handling charges.</p> <p>(2) Delivery to the address outside the United States shall be made EX Works in accordance with the Incoterms 2020 unless you choose to use our carrier; accordingly you will pay all shipping and handling charges. When the customer have chosen our carrier, arising shipping costs shown in the order confirmation will be prepaid by us and are charged separately.</p> <p>(3) Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.</p>

9. Warranty in case of purchasing Product

- (1) We will accept a return of Defective Products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within Warranty Period defined below and with valid proof of purchase. To return products, you must use the Seller's online form <https://minebea.corevist.com/issues/new> to obtain a Return Merchandise Authorization ("RMA") number before shipping your product. No returns of any type will be accepted without an RMA number.
- (2) Minebea Intec reserves the right to inspect the defective Products.
- (3) In case of a fraudulent behaviour of the Customer, Minebea Intec will charge a compensation for the loss of two times the value of the actual list price of the defective Product. The Customer can prove a lower damage.
- (4) You are responsible for all shipping and handling charges on returned items unless otherwise specified. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection.
- (5) The limitation period of warranty claims for the Product delivered is twelve months from receipt of the Product ("Warranty Period"), the Products purchased through our website will conform to our published specifications in effect as of the date of manufacture and be free from defects in material and workmanship.
- (6) EXCEPT FOR THE WARRANTIES SET FORTH IN HEREIN, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS PURCHASED THROUGH OUR WEBSITE, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
- (7) We shall not be liable for a breach of the warranty set forth in this section if: (i) you make any further use of such Products after you fill out a return form or otherwise inform Seller of a defect or intent to return Product; (ii) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the products; or (iii) you alter or repair such products without our prior written consent.
- (8) With respect to any such products during the Warranty Period, we shall, in our sole discretion, either: (i) repair or replace such products (or the defective part) or (ii) credit or refund the amounts paid by you for such products provided that, if we so request, you shall, at your expense, return such products to us.
- (9) THE REMEDIES SET FORTH HEREIN SHALL BE THE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH HEREIN.

10. Limitation of Liability

- (1) IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (2) The abovementioned exclusions of liability do not apply death, bodily injury and resulting from Seller's acts or omissions.
- (3) Based on the current state of art, data communication via internet cannot be guaranteed to be error-free and/or available at any time. Minebea Intec is not liable for constant and continuous availability of our online trading system.

11. Force Majeure

- (1) "Force Majeure" means any cause not within the reasonable control of Minebea Intec. Events of Force Majeure include, without limitation, acts of God, lockouts or other labor disturbances, wars, blockades, quarantine embargoes, riots, fires, explosions, failures of production facilities, shortages of fuel, transportation, utilities, or raw materials and governmental laws and regulations.
- (2) We will not be liable to you, nor be deemed to have defaulted or breached these GTC for any failure or delay in our performance under these GTC when and to the extent such failure or delay is caused by Force Majeure.

12. Final Provisions

- (1) Amendments or supplements of these GTC shall not be modified, waived, superseded or rescinded except in writing signed by an authorized representative of Seller.
- (2) These GTC shall be governed by, and construed in accordance with the law of the State of New York without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded in its entirety.
- (3) The courts of New York shall have exclusive jurisdiction for dispute, in connection with this contract.
- (4) If individual provisions of these GTC and conditions are ineffective, statutory laws, the terms and conditions as a whole remain unaffected. The contractual parties shall amicably decide to replace the ineffective provision by a legally effective provision, which comes closest to the commercial purpose of the ineffective one. The aforementioned provision shall accordingly apply in case of gaps.

Last Updated Date: September 1, 2020

Minebea Intec USA, Inc.