



JEVIC Terms and Conditions

1. Agreement

1.1 These Terms and Conditions (hereinafter referred to as the “Agreement”) apply to all agreements (hereinafter referred to as “Individual Agreement(s)”) to be entered into between JEVIC COMPANY LIMITED (hereinafter referred to as “JEVIC”) and the customer (hereinafter referred to as the “Customer”) and (if applicable) the guarantor (hereinafter referred to as the “Guarantor”) concerning the services (hereinafter referred to as the “Services”) provided by JEVIC to the Customer.

1.2 Upon placement of an order for the Services by the Customer, the Customer shall be deemed to have accepted all terms and conditions contained in this Agreement. All orders by the Customer shall be made in writing, and shall be accepted by JEVIC in writing; provided, however, that even if an Individual Agreement is concluded orally, this Agreement shall apply to such Individual Agreement.

1.3 JEVIC may decide at its discretion whether it accepts an order for the Services by the Customer, and even if JEVIC refuses to accept the order, the Customer is not entitled to make any claim or to raise any objection against JEVIC.

2. Price

2.1 The price for the Services (hereinafter referred to as the “Price”) shall be notified by JEVIC in writing in a timely manner. JEVIC reserves the right to revise the Price from time to time. The Price applicable to individual Services shall be the price in effect at the time of conclusion of the relevant Individual Agreement.

2.2 In the event JEVIC issues a written estimate (hereinafter referred to as the “Written Estimate”) for the Services and the price for the Services is stated therein, the Written Estimate shall remain in effect for the effective period stated in the Written Estimate. If no effective term is stated in the Written Estimate, the Written Estimate shall remain in effect for a period of one (1) month from the day it is issued.

2.3 The Customer agrees that applicable taxes and public dues as well as insurance premiums, transportation costs, and handling fees will be added to the stated Price and shall be borne by the Customer.

3. Services

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3.1 JEVIC provides the Services in accordance with the terms and conditions contained in the relevant Individual Agreement.

3.2 Any change to the Services shall be valid only where the parties agree to such change in writing.

3.3 JEVIC has no obligation to provide any service other than the services expressly indicated to be provided by JEVIC in writing.

3.4 JEVIC may suspend the provision of the Services indefinitely if the Customer commits or is likely to commit a breach of this Agreement including non-payment of the price, even if such breach is minor, and JEVIC assumes no responsibility for such suspension.

4. The Customer's obligations

4.1 The Customer shall do all necessary things including those listed below to enable JEVIC to perform its obligations under the Agreement:

(a) Allow JEVIC to enter places and facilities it considers necessary, and provide JEVIC with all documents and information requested by JEVIC;

(b) Notify JEVIC of reasonably foreseeable risks and damages and ensure safe and stable work environments for JEVIC's employees including taking reasonable measures to prevent such risks and damages; and

(c) Provide personnel in a timely manner upon JEVIC's request.

4.2 The Customer represents and warrants that all documents and information provided by it to JEVIC including documents and information provided in accordance with Article 4.1(a) are true and correct.

5. Payment

5.1 Unless otherwise agreed in writing, the Customer shall pay the price for the Services as well as all associated costs and taxes to JEVIC on or prior to the last day of the month following the month of the invoice date for the Services ("Payment Due Date"). All payments shall be made in full, without any deduction or setoff, and unless otherwise instructed by JEVIC, made by bank deposit. Bank deposit charges shall be borne by the Customer.

5.2 In the event the Customer delays any payment to JEVIC including the price for the Services, the Customer shall pay delay charges at a rate of 14.6 % per annum, prorated according to the number of days of delay.

5.3 The Customer shall pay to JEVIC all costs, expenses, and legal costs, including attorney fees, incurred by JEVIC to exercise its rights under this Agreement.

6. Reservation of ownership

6.1 The ownership and title to all services and (if applicable) products shall remain vested in JEVIC

until the Customer pays all the money payable to JEVIC under the Agreement in full.

7. Credit limit

7.1 JEVIC may set a credit limit for the Customer's account, and JEVIC may at its discretion change such credit limit at any time without prior notice.

8. Acceptance of Services

8.1 The Customer shall inspect the vehicles (hereinafter referred to as the "Vehicles") for which the Services are provided immediately after the completion of the Services by JEVIC, and if the Services agreed upon under the relevant Individual Agreement are not completed by JEVIC, notify JEVIC in writing (including via email) to that effect within seven (7) days of the completion of the Services by JEVIC. If no notice is given by the Customer, the Services shall be deemed to have been completed without any issue.

8.2 In the event notice under Article 8.1 is given and JEVIC considers that the Services agreed upon under the relevant Individual Agreement are not completed by JEVIC, JEVIC will at its discretion either perform the Services again, or refund the entire or a portion of the price for the Services based on the status of performance of the Services.

8.3 In the event any breach under Article 4 is committed by the Customer, even if notice under Article 8.1 is given and JEVIC considers that the Services agreed upon under the relevant Individual Agreement are not completed by JEVIC, JEVIC shall have no obligation under Article 8.2.

8.4 If JEVIC elects to perform the Services again, the Customer shall be responsible for the cost for returning the Vehicles to the location reasonably specified by JEVIC.

9. Limitation of liability

9.1 Except those expressly stated in this Agreement as JEVIC's obligations, regardless of applicable laws, JEVIC assumes no liability to the Customer and any other parties as to the Agreement, Services already provided and yet to be provided, or the exercise of the rights of JEVIC under the Agreement,

9.2 In particular, in no event shall JEVIC be held liable for a loss of revenue, profit, credibility or goodwill, or any indirect or consequential loss or damage. Furthermore, in no event shall JEVIC's liability to the Customer exceed the price for the individual Services which are the cause of the liability.

9.3 The Customer agrees that it will indemnify JEVIC for any damages arising from any claim filed by any third party caused by the provision of Services by JEVIC under the Agreement.

9.4 Each party warrants that it will obtain and maintain sufficient liability insurance.

9.5 JEVIC shall not be held liable for any delay in performance or non-performance of each obligation under the Agreement caused by any event beyond its reasonable control including (but not limited to)

natural disaster, fire, explosion, flood, strike, spread of infectious disease, suspension or slowdown of work or other labor disputes, governmental action, act of war, act of terrorism, transportation accident, power outage and other trouble in infrastructure, defects in or nonavailability of equipment and consumable goods needed for the Services, and other natural or human-caused disasters.

10. Assignment and subcontracting agreements

10.1 Neither the Customer nor the Guarantor may assign any right, obligation, or interest under the Agreement.

10.2 JEVIC may transfer or assign its rights and obligations under the Agreement, and subcontract or commission the performance of the Services to any third party.

10.3 If JEVIC subcontracts or commissions the performance of the Services, the Customer shall release the subcontractor (including secondary and subsequent subcontractors, the business operators to whom JEVIC commissions its business, and the secondary and subsequent business operators to whom the work is further commissioned; the same applies hereinafter) and their employees from liability and waive all claims against such persons, in the same manner as it releases JEVIC and its employees from liability and waives all claims against JEVIC and its employees.

11. Intellectual property

11.1 All intellectual property rights newly arising in relation to the Services shall belong to JEVIC. Such rights shall include the rights under Article 27 and 28 of the Copyright Act (Act No. 48, 1970), and all knowhow, texts, records, techniques, software, expressions and other results created in the course of performance of the Services.

11.2 The Customer or any person associated therewith may not use any name, logo, or registered trademark of JEVIC or its affiliated companies, regardless of the purpose, without JEVIC's written consent.

11.3 This Article 11 shall survive the expiration or termination or any Individual Agreement.

12. Termination

12.1 If any of the following events becomes applicable to the Customer or the Guarantor, the Customer shall forfeit the benefit of time for all obligations to JEVIC and JEVIC may immediately terminate all or any agreements with the Customer without any notice. If:

- (a) a petition for provisional seizure, provisional disposition, compulsory execution, auction, or any similar disposition is filed against it, or any event which may cause such petition occurs;
- (b) a negotiable instrument or a check is dishonored by it, it suspends payments or becomes unable to make payments, becomes insolvent, or a cause for a petition for bankruptcy, special liquidation,

corporate reorganization proceedings, civil rehabilitation proceedings, special conciliation proceedings, or any other insolvency proceedings (including voluntary liquidation) occurs, or a petition for such proceedings is filed by or against it;

- (c) transactions with any electronic monetary claim recording institution are suspended;
- (d) its business is suspended or its business license or registration is canceled, by the competent authority;
- (e) it breaches or causes a potential breach of any agreement with JEVIC including the Agreement, whether such breach or cause is minor; or
- (f) its credit status deteriorates or there is any objective ground to believe that its credit status is likely to deteriorate.

13. Anti-social Forces

13.1 Anti-social Forces refers to the following persons:

- (a) an organized crime group;
- (b) a member of an organized crime group;
- (c) a quasi-member of an organized crime group;
- (d) a company or group affiliated with an organized crime group;
- (e) a corporate racketeer (*sokai-ya*); or
- (f) any other person similar to those who falls under any of the categories listed in this Article 13.1.

13.2 JEVIC and the Customer each represents and warrants that it, its affiliated companies, their directors, officers, and employees do not currently and will not in the future fall under any of the following categories:

- (a) Anti-social Forces;
- (b) an individual or a company having a relationship with Anti-social Forces indicating that the Anti-social Forces are substantially involved in its activities or management;
- (c) an individual or a company having a relationship with Anti-social Forces indicating that it has certain transactions with or uses the Anti-social Forces;
- (d) an individual or a company providing funds or similar cooperation to Anti-social Forces for the purpose of maintaining or managing the Anti-social Forces; or
- (e) an individual or a company having a socially condemnable relationship with Anti-social Forces.

13.3 If either party is deemed to be in breach of representations and warranties under this Article 13, the other party may terminate all agreements with the breaching party without notice and seek damages arising from such breach, and all obligations and duties owed by the breaching party to the other party become immediately due and payable. In this case, the breaching party may not seek damages arising from the termination from the other party.

14. Information

14.1 The Customer agrees that JEVIC may obtain from and present to any third party any information concerning the Customer for all lawful purposes including (but not limited to) determining whether the credit limit for the Customer should be varied.

15. Guarantee

15.1 The Guarantor guarantees jointly with the Customer all obligations to be paid or performed by the Customer to JEVIC under Individual Agreements.

15.2 Any claim made by JEVIC against the Guarantor shall also be effective on the Customer.

15.3 The Customer and the Guarantor represent and warrant that the Customer has provided the Guarantor with the following information prior to the conclusion of each Individual Agreement:

- (a) The status of property and income and expenditure;
- (b) Existence/non-existence of obligations other than the obligations under the relevant Individual Agreement, and if any, the amount and the status of performance thereof; and
- (c) If there is any other security under the relevant Individual Agreement that can be submitted, such fact and description thereof.

15.4 The Guarantors acknowledge that they had enough opportunity and time to obtain independent legal advice prior to signing this Agreement.

16. Notice

16.1 All notices to be given by the Customer shall be in writing and sent to JEVIC to the following address:

Daikoku Futo 15

Tsurumi-ku, Yokohama City

Kanagawa, Japan

Postal code 231-0054

16.2 All notices to be given by JEVIC shall be in writing or email and sent to the Customer at the Customer's address or the Customer's email address specified in the Customer's application form. Any such notice given by JEVIC shall be deemed to be effectively received by the Customer.

17. Dispute Resolution

17.1 The parties shall meet and faithfully negotiate to resolve any dispute between the parties arising from the Agreement.

17.2 In the event a dispute cannot be resolved by negotiation as stipulated in Article 17.1, the parties agree to submit all disputes arising from the Agreement to the exclusive jurisdiction of the Tokyo

District Court as the court of first instance.

18. Miscellaneous

18.1 This Agreement may be amended by JEVIC at its discretion, and the amended Agreement shall apply to all Individual Agreements after JEVIC notifies or public announces such amendment.

18.2 Any right to act by JEVIC shall not be deemed to have been waived unless made in writing signed and sealed by the Representative Director of JEVIC.

18.3 If any provision of this Agreement is rendered invalid or unenforceable, the validity of remaining provisions of this Agreement shall not be affected.

18.4 This Agreement shall be governed by the laws of Japan, without regard to its principles of conflicts of laws.

18.5 This Agreement is made in Japanese language and English language. If there is any inconsistency between the two language versions, the Japanese version shall prevail.