

Sale and Purchase Agreement

This agreement, made and entered into this first day of April 20, 2021, by and between: ABC Corporation, organized and existed under the laws of Japan, and having principal office at XXXXXXXXXX, Tokyo, Japan. (hereinafter called "ABC"), and XYZ Corporation, a company organized and existed under the law of Japan, and having its principal office at XXXXXXXXXX, Tokyo, Japan(hereinafter called "XYZ ").

WITNESSETH

WHEREAS, ABC desires to sell to XYZ certain products hereinafter set forth; and
WHEREAS, XYZ is willing to purchase from ABC such products.

NOW, THEREFORE, in consideration of the mutual agreements, contained herein, the parties hereto agree as follows.

Article 1 Definitions.

In this Agreement, the following words and expressions shall be defined. Unless otherwise requires, have the following meanings:

- 1.1 "Products" means ABC supplied from the Seller to the Purchaser in accordance with the terms and conditions of this Agreement.
- 1.2 "Specification" means the written specifications which describe the scope of work, function, performance, process of inspection and any other technical requirements of the Products.
- 1.3 "Purchase Price" means the price of the Products payable by the Purchaser to the Seller under this Agreement.
- 1.4 "Parties" means the Seller and the Purchaser and "Party" means any one of them.

Article 2 Sales and Purchase of the Product

The Seller shall sell and deliver the Products to the Purchaser's Office.

Purchaser shall purchase from the Seller the Products in accord with the terms and conditions hereof and the requirements set forth in the Specifications.

The Products to be delivered hereunder shall in all respect conform to the specification set forth in Exhibit as attached hereto.

Specification

Motherboard XXXX series manufactured by XXXXXXXXXXXX Corporation.
XXXG RAM Main Memory

XXG Video RAM Graphic

XXT HDD

LAN

Blue ray DVD drive

TV tuner

Usage of this computer.

Users can use this computer for peaceful purpose in civil, medical, educational field and so on. Any usage is OK except military purpose and activities related to crimes.

Article 3 Purchase Price

The Purchase Price is ¥XXXXXXXXX remittance through a telegraphic transfer sent to an account with an irrevocable and confirmed letter of credit on a FOB Yokohama port basis.

The Purchase Price is firm and final and shall not be subject to an adjustment because of any decrease or increase in material cost, labor costs, or freight costs, unless otherwise set forth herein.

The Seller shall pay all taxes, duties, and other changes imposed on the Products and the Purchase Price shall not be adjusted or set off against such payment.

Article 4 Quantity

Total quantity of the Products to be purchased and delivered hereunder shall be the quantities specified in the schedule below.

One Unit of a computer.

Article 5 Quality

The best model series of the computers.

Article 6 Payment Conditions

1. The Seller shall submit an invoice to the Purchaser upon the shipment of the Products at the Purchaser's Office.
2. The Purchaser shall pay the Purchase Price to the Seller to the bank account specified below within 14 days after the Purchaser's receipt of the Seller's invoice.

Bank Account for payment:

XXXXX Bank

XXXXX Branch

Account Number: XXXXXXXXXX

Account Holder: XXXXXXXXXX

3. If the Purchaser fails to pay the Purchase Price to the Seller in accordance with the forgoing provision, the Purchaser shall pay to the Seller interest on the delay in payment from due date until paid in full computed daily at (i) the rate of 0.5 % per annum and (ii) the maximum rate of interest permitted by applicable law, whichever is lower.

Within 30 days after the execution of this Agreement, the Purchaser shall pay the Purchase Price on cash through internationally reputed bank in the form approved by the Seller.

If the Purchaser fails to pay the Purchase Price to the bank account in accordance with the above provision, the Seller is entitled to terminate this Agreement by giving written notice to the Purchaser with immediate effect. In such an event, the Purchaser shall pay to the Seller the following amount:

- (i) The total value of any Products manufactured until the date of termination of this Agreement;
- (ii) The cost of materials or goods ordered for the Products for which the Seller has paid or is legally bound to pay, including sub-supplier cancellation charges; and
- (iii) The amount of any loss of profit or other loss or damage sustained by the Seller as a result of this termination.

Article 7 Shipment

Time is of essence regarding shipment of the Products hereunder.

The Seller shall ship the Products at the Purchaser's Office to the Purchaser by the date set forth in the Specifications (hereinafter referred to as the "Shipment Date").

If the Seller anticipates delay in shipment of the Products by the Shipment Date, the Seller shall (i) notify the Purchaser of such delay and (ii) propose a revised shipment date. If such revised shipment date is not satisfactory to the Purchaser, the Purchaser is entitled to, by giving written notice to the Seller, terminate this Agreement with immediate effect.

If the Purchaser terminates this Agreement under the forgoing provision, the Seller shall be liable to the Purchaser for any damage suffered by the Purchaser due to such termination.

Article 8 Inspection

Within 5 days after the arrival of the Products at the place set forth in the Specification, the Purchaser shall inspect the Products pursuant to the procedure set forth in the Specifications.

If the inspection shows that any of the Products do not satisfy the criteria set forth in the Specifications, the Purchaser shall notify the Seller of the nonconformity within 5 days after the inspection of the Purchaser.

The Purchaser is entitled to (i) require the Seller to repair or replace at the Seller's cost the Product which has the nonconformity (hereinafter referred to as the Nonconformity Product) within a reasonable period or (ii) reject the Nonconformity Product and terminate this Agreement in respect of the Nonconformity Product.

If the Purchaser terminate this Agreement pursuant to the forgoing provision, the Seller shall (i) repay the Purchaser the full amount paid by the Purchaser to the Seller for the Nonconformity Product and (ii) be liable to the Purchaser for any damage suffered by the Purchaser due to such termination.

Article 9 Ownership

The title to the Product passes from the Seller to the Purchaser at the time when the Purchaser pay the entire amounts of the Purchase Price.

Article 10 Risk of Loss

The risk of loss of or damage to the Product passes from the Seller to the Purchaser at the time when the Product passes the inspection pursuant to Article 8 (Inspection) hereof.

Article 11 Warranty (Defect Liability)

The Seller warrants that the Products conform to the Specification and free from any defect.

The "Warranty Period" means a period of 36 months after the shipment of the Product at the Purchaser's Office. If any defect is found in the design, material or workmanship of the Products during the Warranty Period, the Purchaser shall notify the Seller of defect no later than 5 days after the Purchaser finds it.

The Purchaser is entitled to (i) require the Seller to repair or replace the Product which has the defect (hereinafter referred to as the "Defective Product") within reasonable period or (ii) terminate this Agreement in respect of Defective Product.

If the Purchaser terminate this Agreement pursuant to the forgoing provision, the Seller shall (i) repay the Purchaser the full amount paid by the Purchaser to the Seller for the Defective Product and (ii) be liable to the Purchaser for damage suffered by the Purchaser due to such termination.

THE WARRANTY PERIOD WITH RESPECT TO THE DEFECTIVE PRODUCT IS EXTENDED BY A PERIOD EQUAL TO THE PERIOD DURING WHICH THE PURCHASER CANNOT USE THE DEFECTIVE PRODUCT BECAUSE OF THE DEFECT.

THE SELLER DOES NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY IN RESPECT OF THE PRODUCT OTHER THAN AS PROVIDED ABOVE IN THIS ARTICLE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Article 12 Indemnity and hold Harmless

The seller shall defend, indemnify and hold harmless the Purchaser from and against any and all claims, obligations, litigation, liability, damages, losses, suits and expenses (including attorney's fee) in respect of the death or injury of any person or loss of or damage to any property other than the Products, arising out of or in connection with any defect of the Product due to the Seller's negligence unless such defect is attributable to (i) the Purchaser's instructions on Specification or (ii) modification of the Product by Purchaser.

If any proceedings are brought or any claim is made against the Purchaser in respect of the matters referred to Article 12.1 hereof, the Purchaser shall immediately give notice thereof to the Seller and the Seller shall conduct such Proceedings or claim for the settlement at its own cost. The Purchaser shall make no admission which may be prejudicial to the Seller's defense of any such proceedings or claim.

The Purchaser shall, at the Seller's request, afford all available assistance to the Seller in conducting such proceedings or claim and the Seller shall reimburse to the Purchaser all reasonable costs incurred by the Purchaser resulting from such assistance.

Article 13 Intellectual Property Rights

The Seller shall defend, indemnify and hold harmless the Purchaser damage, losses, suits and expense (including

attorney's fee) arising out of or in connection with the infringement of any third party's patent, utility model, registered design, trademark, copyright or other intellectual property rights in connection with the Product due to the Seller's negligence unless the infringement has resulted from any one of the following.

The seller's compliance with the Purchaser's instruction under the Agreement or Specifications, or

The use of the Product by the Purchaser (a) for the purpose other than the purpose of the Product set forth in the Specifications or (b) in conjunction with anything not supplied by the Seller.

If any proceedings are brought or any claim is made against the Purchaser in respect of matters referred to in Article 13.1 hereof. The Purchaser shall immediately give notice thereof to the Seller and the Seller shall conduct such proceeding or claim for the settlement as its own cost. The Purchaser shall make no admission which may be prejudicial to the defense of any such proceedings or claim.

The Purchaser shall, at the Seller's request, afford all available assistance to the Seller in conducting such proceedings or claim, and the Seller shall reimburse to the Purchaser all reasonable costs incurred by the Purchaser resulting from such assistance.

Article 14 Limitation of Liability

The Seller's aggregate liability to the Purchaser in connection with the Agreement shall not exceed an amount equal to the Purchaser.

The Seller is not required to be liable to the Purchaser for loss of profit or for any indirect, special, consequential, or incidental loss or damage which may be suffered by the Purchaser in connection with this Agreement.

This Article shall not limit the Seller's liability in any case of the Seller 's gross negligence or willful misconduct.

Article 15 Notice

All notices required or permitted to be given under this Agreement shall be in writing and shall be given by telecopy, email, internationally reputable courier, including FedEx and DHL, or prepaid registered airmail letter to the addresses shown below or to such other addresses as the parties may designate in writing. Notice given by telecopy or email shall be deemed to have been received on the day following its dispatch and notice given by registered airmail shall be deemed to have received 7 business days after mailing.

Atten:

Section:

Address:

E-mail:

Facsimile:

Atten:

Section:

Address

E-mail

Facsimile:

Article16 Confidentiality

Each party shall maintain in strict confidence and safeguard all business and technical information ("Confidential Information") which is disclosed by one party to the other connection with this Agreement and which is designated confidential at the time of disclosure.

Each party agrees; (a) not to use Confidential Information except for performance of this Agreement, (b) not to disclose the Confidential Information to any third party, except to its employees, officers, directors or advisors on a need to know basis and, (c) to treat the Confidential Information with the same degree of care with which he/she treats its own confidential information of importance.

The obligations under this Article shall not apply to:

- (a) information now in public domain or which hereafter becomes available to the public through no fault of either party hereof;
- (b) information already known to either party hereof at the time of disclosure;
- (c) information disclosed to either party hereof by any third party who has a right to make such disclosure;
- (d) information independently developed by either party hereof through the work carried by its employees, agent, or representatives; or
- (e) information approved for release in writing by either party.

The obligation under this Article shall continue for five years after the expiry or termination of this Agreement.

Article 17 Termination

Either party may without prejudice to any other rights or remedies, terminate this Agreement by giving a written notice to the other with immediate effect, if any of the following events should occur:

- (a) If either party fail to make any payment to the other when due under this Agreement and such failure continues for more than 14 calendar days after receipt of a written notice specifying the failure;
- (b) If either party fails to perform any other provision of this agreement, which failure remains uncorrected for more than 30 days after receipt of a written notice specifying failure;
- (c) If either party fails a petition in bankruptcy or civil rehabilitation proceeding or a petition in bankruptcy or civil rehabilitation proceeding is filed against it, or either party becomes insolvent, bankrupt, or makes a general assignment for the benefit of creditors, or goes into liquidation or receivership.
- (d) If either party causes or threatens to cease to carry on business or dispose of the whole or any substantial part of its undertaking or its assts; or
- (e) If control of either party is acquired by any person or group not in control at the date of this Agreement.

If either Party elect to terminate this Agreement, it shall not prejudice any other rights of such party under this Agreement or otherwise.

If either Party terminate this Agreement in accordance with this Article, the other party shall pay the amount of loss or damage suffered by the Party which terminate this Agreement as a result of such termination.

Article18 Termination for Purchaser's Convenience

The Purchaser, in its sole discretion, may terminate this Agreement whole or in part, for any reason at any time by giving written notice to the Seller.

If the Purchaser terminates this Agreement pursuant to the Article, the Purchaser shall pay to the Seller the following amounts.

- (i) The total value of any Products manufactured until the date of termination of this Agreement;
- (ii) The cost of materials or goods ordered for the Products for which the Seller has paid or is legally bound to pay, including sub-supplier cancellation charges and
- (iii) The amount of any loss of profit or loss or damage sustained by the Sellers as a result of this termination.

Article 19 Import and Export Control

The Seller shall be responsible for timely obtaining export license and other governmental authorization required in the Seller's country, and failure in procuring such license and authorization for any reason whatsoever shall not constitute force majeure set forth Article 20 hereof. All sales hereunder shall all times be subject to the Japanese Foreign Exchange Trade Law, regulations of the Japanese government, and its amendments thereof.

Article 20 Force Majeure

Neither party shall be liable to the other for any delay to failure in the performance of its obligations under this Agreement when and to the extent such delay or failure in performance arise from any cause or cause beyond the reasonable control of said party ("Force Majeure"), including, but not limited to, act of God; acts of government or government authorities, compliance with law, regulations or orders, fire, storm, ,typhoon, tsunami, flood, earthquake, epidemics, power failure, war(declared or not), revolution, rebellion, riots, terrorism, strike or lockouts; provided, however, that the party that is in said delay or failure in performance shall notify the other of occurrence with delay and that good faith efforts shall be made to minimizes the effect of such delay or failure,

The provision of this article shall not relieve either party of obligations to make payment when due under this Agreement.

If the Force Majeure conditions in fact persist for 90 days or more, either party may terminate this Agreement upon written notice to the other party.

Article21 Governing laws

This Agreement and any dispute relating thereto shall be governed by, and construed in accordance with, the laws of Japan, without reference to principles of conflicts of laws. The application of the United Nations Convention on Contracts for the International Sales of Goods shall be excluded.

Article 22 Arbitration

Any difference or dispute between the parties hereto concerning the interpretation or validity if this Agreement or

the rights and liability of the parties hereunder shall be settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The award hereof shall be final and binding upon the parties hereto. The language of arbitration shall be English.

Article 23 Mediation

If any dispute or breach shall arise in connection with this Agreement, and if such dispute or breach cannot be settled through direct and amicable negotiation between the parties, the parties shall submit the dispute to mediation with a mediator to be mutually agreed upon by the parties. The mediator may be initiated by the written request of either party and notice thereof be sent to the other party, and shall be concluded within 5 months of receipt of such notice, unless otherwise agreed by the parties.

If the two parties have reached a settlement agreement, either party may submit the dispute to the American Arbitration Association ("AAA") which shall, according to its internal arbitration procedures, give an arbitration award based on the contents of the settlement agreement.

In the event of the failure of any mediation as provided for above, the parties shall then settle the dispute by binding arbitration to be conducted at a mutually convenient location determined by the committee of the said mediation. Such arbitration shall be conducted in accordance with the rules then in effect of AAA by three arbitrators appointed in accordance with such rules.

Article 24 Severability

In the event that any other provisions of this Agreement proves to be the invalid, illegal or unenforceable, that will not in no way affect, impair or invalidate any other provision, and other provisions of this Agreement will be in full force and effect.

Article 25 Assignment

This Agreement or any part of this Agreement may not be assigned or transfers by either party without prior written consent of other party. Any assignment or transfer without such consent shall be null and void.

Article 26 Relationship of the Parties

The relationship of the parties hereto under this Agreement is that of independent contractors. Nothing herein shall be deemed to make either party an agent, partner or joint venture of the other. Further, nothing herein shall be deemed to grant to either party in any manner any right or authority to assume or create any obligation or other liability of any kind, express or implied, on behalf of the other, or bind the other.

Article 27 Remedies

Each right, power and remedy of each party hereto, as provided for in this Agreement whether now or hereafter existing at law or in equity, or by statute or otherwise, shall be cumulative and concurrent, and shall be in addition to every other right, power and remedy provided for in this Agreement now or hereafter existing at law or in equity, or by statute or otherwise.

Article 28 No Waiver

No failure or delay of either party to require the performance by other of any provision of this Agreement shall in any way adversely affect such provision after that. No waiver by either party of a breach of any provision of this

Agreement shall be taken to be a waiver by such party of any succeeding breach of such provision nor a waiver of the provision itself.

Article 29 Survival

The provisions of Article 16 Confidentiality, 21 Governing Law, 22 Arbitration, 23 Mediation shall survive the expiration or termination of this Agreement.

Article 30 Headings

The Section headings set forth in this Agreement are of convenience only and shall not be considered for any purpose in interpreting or construing this Agreement.

Article 31 Language

The governing language of this Agreement shall be English. If a Japanese translation hereof is made for reference, only English original shall have effect of a contract and such Japanese translation shall have no effect.

Article 32 Counterparts

For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same documents.

Article 33 Jurisdiction

Any dispute arising out of, or in relation to this Agreement shall be subject to the exclusive jurisdiction of Tokyo District Court.

Article 34 Hardship

If any substantial change which make either party's performance of any obligation under this Agreement difficult occurs, the parties shall discuss in good faith to review the conditions of this Agreement and may agree to amend this Agreement.

Article 35 Discussion

Any matters not provided for herein or any doubt over the interpretation hereof shall be discussed and determined in good faith by the parties hereto.

Article 36 Amendment

No supplement to modification of or amendment to this Agreement may be valid unless agreed in writing signed by the duly authorized representatives of both parties hereto.

Article 37 Parol Evidence

All oral agreement heretofore or hereafter made and purporting to modify the provisions of the Agreement, and prior agreement shall have no force and effect. No provisions or terms of this Agreement may be waived or amended except by supplemental written agreement executed by both parties.

Article 38 Entire Agreement

This Agreement continues to the entire agreement between the parties and supersedes any prior written or oral agreements between the parties concerning the subject matter. No modifications of this Agreement shall be binding unless executed in writing by both parties.

IN WITNESS WHEREOF, the parties here to have caused this Agreement by their duly authorized representatives as of the date first above written,

ABC: ABC Corporation

By

Name:

Title:

Address:

Phone Number:

XYZ: XYZ Corporation

By

Name:

Title:

Address:

Phone Number: