

Terms & Conditions of Sale – YS America

All sales made by YS America ("SELLER") to you ("BUYER") are governed by these Terms and Conditions of Sale ("TERMS"). No amendment, alteration, waiver or cancellation of any of these TERMS is binding on SELLER unless confirmed by both SELLER and BUYER in writing.

Prices

Prices are determined at the time of order and are subject to changes without notice prior to payment of the deposit.

Payment Terms

Standard payment terms for customers with agreed credit accounts are **30 days** from the date of invoice. All payments shall be in US Dollars unless otherwise agreed in writing. Orders from customers who do not have agreed credit accounts will only be accepted with prepayment in full. YS America may charge 1.5% (but not more than is permitted under applicable law) per month on any overdue amounts. BUYER will be charged a \$25 service charge for any returned check.

TAXES

Any taxes applicable to the products sold shall be paid by BUYER unless BUYER provides SELLER with an **appropriate resale or exemption certificate** for the delivery location.

Shipping

BUYER is responsible for all shipping and freight charges (FOB Japan) and customs clearance for international orders. Orders are normally shipped via EMS or TAC. SELLER will ship using a carrier designated by BUYER upon request. SELLER will not be responsible for any shipping delays caused by the carrier.

All freight quotes provided by email, phone conversation, an invoice or pro forma, are estimates only. The sales amount may decrease or increase depending on the actual weight of the shipment and the cost of the shipping method used.

Delivery

Most orders from customers in good standing for products that are being stocked in Japan are shipped by pre-confirmed shipping date or after the pre-payments, if required, are received. Actual shipping date is contingent upon availability of products and credit verification.

Notice of Defects

BUYER is responsible for inspecting the products upon receipt. BUYER shall notify SELLER in writing **WITHIN 30 DAYS UPON RECEIPT OF THE PRODUCTS** of any claims for damages resulting from any defect in the merchandise discovered by BUYER, including-claims related to shortages or quality. SELLER shall not be responsible for shortages when shipments are directed to a third party other than BUYER. UNDER NO CIRCUMSTANCES WILL SELLER ACCEPT CLAIMS ON PRODUCTS WHICH HAVE BEEN ALTERED OR MODIFIED IN ANY MANNER.

Cancellations

BUYER may cancel orders of standard products prior to shipment with written cancellation notice.

Orders for specialty products are non-cancelable. BUYER is fully liable for all canceled specialty product orders.

Title

Legal and beneficial ownership of the products will not be passed on to the BUYER until after the products have been paid in full in cash or the funds have been cleared.

LIMITATION ON LIABILITY

BUYER ACKNOWLEDGES THAT SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR PERSONAL INJURIES OR DEATH RESULTING FROM USE OR SALE OF THE SELLER'S MERCHANDISE.

Customer's Credit Worsens

SELLER has the right, in addition to other remedies provided by the law, to terminate any delivery or suspend further deliveries of other shipments in the event that BUYER fails to pay for any shipment when the same becomes due. Should BUYER's financial condition become unsatisfactory to SELLER, in SELLER's sole discretion, SELLER may require cash payments in advance or other security satisfactory to SELLER prior to shipment of merchandise.

Governing Law

These TERMS shall be governed by and interpreted under the laws of the State of California (without regard to its conflicts of laws principles) and the federal laws of the United States of America. If any provision of these TERMS is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these TERMS and Use, which shall remain in full force and effect.

Force Majeure

Neither BUYER nor SELLER shall be liable to the other party for delays in performance of its obligation hereunder caused by acts of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under these TERMS, in whole or in part.

Miscellaneous

These TERMS constitute the entire agreement between SELLER and BUYER, superseding any prior agreements between BUYER and SELLER. The failure of SELLER to exercise or enforce any right or provision of these TERMS shall not constitute a waiver of such right or provision. BUYER agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these TERMS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these TERMS are for convenience only and have no legal or contractual effect.

AKNOWLEDGEMENT and ACCEPTANCE to YS America's Terms and Conditions of Sale

We have read, acknowledge, accept and agree to YS America's Terms and Conditions of Sale ("TERMS") attached hereto for all orders entered. We understand that failure to pay in accordance with the TERMS will result in future orders requiring cash in advance. We also understand that any past due amounts are subject to a 1.5% per month late charge. We agree to pay all reasonable expenses incurred by YS America to enforce these TERMS. Signer acknowledges that he/she is an officer of the company and/or has the authority to sign on behalf of the company in bottom of this page.

Resale Certificate

I HEREBY CERTIFY:

- 1. I hold valid seller's permit number:
- 2. I am engaged in the business of selling the following type of tangible personal property:
- 3. This certificate is for the purchase from YS America of the item(s) I have listed in paragraph 5 below.
- 4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
- 5. Description of property to be purchased for resale:

6. I have read and understand the following:
For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER:	
SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE:	
PRINTED NAME OF PERSON SIGNING:	TITLE:
ADDRESS OF PURCHASER:	
TELEPHONE NUMBER:	DATE