

## ADDITIONAL REMARKS ON COMPLIANCE TO EXPORT REGULATIONS (EXPORT FROM JAPAN)

### 1. Export by purchaser

The purchaser hereby is meant for the party who export Oxide products (“the Products”) to a country/region other than Japan. For export control compliance and product traceability reasons, the purchaser must notify OXIDE in writing in advance about the end user and intended use. A format named as “Declaration of end user and product application” should be used. End user means purchaser itself as an user or the customer who buys the Products from the purchaser (resale).

### 2. Product Specifications, Warranty, and After-Sales Service

The Products described in this document are intended for use in the country/region where purchaser or purchaser’s customer is located. After-sales service and warranty for this product apply to the purchaser. If warranty repair is required, OXIDE will cover the transportation and insurance costs from the original delivery location to OXIDE's facility. Any costs beyond this are the responsibility of the purchaser.

### 3. Compliance to export control and related regulations

The Products are subject of the Foreign Exchange and Foreign Trade Act of Japan and, where appropriate, the export control laws and regulations of the relevant countries. The purchaser must comply with these laws and regulations and obtain all necessary permits and approvals before proceeding.

#### 3-1. U.S. Re-Export Controls (Applicability of the EAR)

The Products may contain components or technology subject to the U.S. Export Administration Regulations (EAR). Re-export, transfer, and use of this product must comply with applicable laws and regulations, including the EAR.

#### 3-2. Prohibition of Nuclear, Weapons, etc. (Weapons of Mass Destruction/Military Use)

The Products must not be used for the development, manufacture, or use of nuclear, chemical, biological, missile, or other weapons of mass destruction or conventional weapons, or for military purposes.

#### 3-3. Notification Obligation in the Event of Changes in Use or User

Even in the event of an overseas relocation to other countries or regions than original destination, the purchaser must confirm the end user and intended use with OXIDE in writing before the relocation takes place.

### **3-4. Exception**

The sale, supply, distribution, or other transfer of the Products as part of a complete product, equipment or system solution supplied by purchaser is not subject to Sections 1 and 3 hereby. The supply of OXIDE products for replacement or after-sales service purposes is also excluded. Purchaser is responsible for compliance with export regulations applicable to purchaser transactions.

### **4. Violation**

In case that OXIDE confirm strong reasons to believe that the purchaser or the purchaser's business partners or subcontractors, etc. commit a violation of any matters in the above article 3, the purchaser shall compensate OXIDE for all damages, including direct and indirect damages, investigation costs, attorney's fees, etc.. If it is difficult to determine the amount of damages, the purchaser agrees that the amount of damages shall be deemed to be an amount reasonably calculated by our company, up to a maximum of 300% of the sales price.

### **5. Disclaimer**

OXIDE shall be fully indemnified from any and all liability for any violation of the above. The purchaser shall defend, at his/her own expense, against any claims for damages or any other claims (including claims from third parties) made against OXIDE arising from the use of this product, indemnify OXIDE from any and all liability related to such claims, and promptly compensate us for any damages (including reasonable attorney's fees) incurred by OXIDE.

- 6.** This quotation indicates an approximate price, and the final terms of sale will be determined by the separately concluded terms of sale or the contents of our order confirmation.

Ends