

## Basic Purchase Agreement

This Agreement is made and entered into as of \_\_\_\_\_, by and between XXXXXXXXXXXXXXXX CO. LTD., a corporation duly organized and existing under the laws of X X X X X X X X (hereinafter called “X X X X X X”) and having its principal office at XXXXXXXXXXXXXXXX (hereinafter called “Seller”) and XXXXXXXXXXXXXXXX Co., LTD, a corporation duly organized and existing under the laws of Japan and having its principal office at XXXXXXXXXXXXXXXX (hereinafter called “Purchaser”).

◆●社と◆社の設立準拠法および本店所在地を規定しています。

WITNESSETH:

WHEREAS, Seller is a manufacturer and supplier of various type of cables, cable reels and connectors in X X X X X X X X X;

WHEREAS, Purchaser desires to purchase and resell the aforesaid products to its customers in Japan in cooperation with Seller; and

WHEREAS, Seller are desirous for Purchaser to promote sales, marketing and distribution of the aforesaid products to customers in Japan.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings contained herein, the parties hereto have agreed and do hereby agree as follows:

◆ ●社は XXX における XXXXXX の製造・販売業者であり、◆社は日本の顧客に当該製品を●社との協力の元に販売することを望んでおり、●社も同意するので両当事者は本契約を締結すると言った内容を規定しています。

### Article 1. Definitions

1. The term “Products” shall mean any and all products manufactured by Seller

including, but not limited to, the following products and parts.

- (1) XXXXXXXX
- (2) XXXXXXXX
- (3) XXXXXXXX
- (4) XXXXXXXX
- (5) Other related products and parts to be agreed between the parties

2. The term “Customers” shall mean construction companies who purchase Products from Purchaser for their road constructions to be conducted in the underground X X X X X X X in Japan.
3. The term “Pre-Shipment Inspection” shall mean inspection and test of Products, which shall be conducted pursuant to the terms and conditions in Article 5.
4. The term “Acceptance Inspection” shall mean inspection of Products, which shall be conducted pursuant to the terms and conditions in Article 7.
5. The term “Construction Site” shall mean the construction site such as underground tunnels in Japan, which are managed by Customers.

◆ 本契約で頻繁に使用する下記のキーワードをここで定義しています。

1. **Products** (XXXXXXX その他両当事者で合意した製品または部品)
2. **Customers** (日本においてX X X X X X Xで行うX X X X X X用に◆社から**Products**を購入するゼネコン)
3. **Pre-Shipment Inspection** (Article 5 に規定する**Products**の検査)
4. **Acceptance Inspection** (Article 7 に規定する**Products**の検査)
5. **Construction Site** (Customers が管理する日本のX X X X Xの工事現場)

## Article 2. Relationship

The relationship between Seller and Purchaser shall be that of a seller and a purchaser. Purchaser is an independent contractor and is not the legal representative or agent of Seller for any purpose whatsoever.

◆ ◆社と●社は独立した事業者同士であり、◆社は●社の法的代理人でもエージェントでもない旨を念のため規定しています。

### Article 3. Individual Contract

1. Seller and Purchaser shall conclude individual contract pursuant to the following manner (hereinafter called "Individual Contract").

STEP1: Seller shall send the detailed drawings of the following items of Products to Purchaser prior to the issue of purchase order by Purchaser.

(1) XXXXXXXXXXXX

(2) XXXXXXXXXXXX

(3) XXXXXXXXXXXX

STEP2: Purchaser shall check and sign the aforesaid detailed drawings if Purchaser accepted them and shall return the same thereafter.

STEP3: Purchaser shall issue the original purchase order in two (2) copies which is signed and sealed by Purchaser and send the same to Seller.

STEP4: Seller shall sign and seal the aforesaid purchase order issued in two (2) copies and return one (1) copy thereof to Purchaser.

- ◆ 個別契約の処理の手続について●●様からいただいたメールの流れのとおり  
に **STEP1** から **STEP 4** まで規定しました。

2. Individual Contract shall come into effect when Purchaser received one (1) copy of purchaser order specified in STEP4 above.

- ◆ 個別契約は **STEP 4** に規定する **Seller** からの署名捺印済の **Purchase Order** を1部を、◆社が受け取った時点で成立するとしています。

3. The original purchaser order shall be, in principle, sent and received by Purchaser and Seller by Express Mail Service or other international mails. Provided, however that the parties shall send and receive the said purchase order in the form of PDF by email in case that the parties agreed to do so in accordance with each situation.

- ◆ **Purchase Order** は原則、**EMS** 等により原本をやり取りすることとしますが、

状況に応じて●社と◆社が同意したときは PDF ファイルをメールでやり取りするとしています。

4. Individual Contract shall set forth terms and conditions including, but not limited to, name of Products, quantity, price, delivery date and time according to each Products, number of instalment delivery, terms and conditions of payment, warranty period and its terms and conditions, penalties in the case of late delivery attributable to Seller and other necessary information.

◆ 個別契約で規定する項目を規定しています。製品名、数量、価格、個々の製品の納品日時、分割納入回数、支払条件、保証期間・条件、●社に起因する納期遅延におけるペナルティー、その他必要情報です。

5. The terms and conditions of this Agreement shall, in principle, govern Individual Contract. Provided, however, that in case that terms and conditions of Individual Contract are inconsistent or conflict with the provisions of this Agreement, the provisions of Individual Contract shall prevail.

◆ 個別契約と本契約の規定が矛盾するときは個別契約優先となります。

6. Individual Contract in effect may be modified with written consent between Seller and Purchaser due to the reasonable causes such as the change of the specifications of Products. Provided, however, that in case that either party was damaged or additional expenses were incurred due to the aforesaid modification, Seller and Purchaser shall consult each other in respect of indemnification thereof.

◆ 個別契約は書面により変更可能ですが、変更によりいずれかの当事者に損害が生じたり追加費用が発生するときは、その補償について両者協議するとしています。

7. In case that Individual Contract in effect is cancelled by Seller and Purchaser is required to pay damages to Customers due to such cancellation, Seller shall indemnify and pay to Purchaser the same amount of penalty which Purchaser paid to Customers according to the claim thereof.

- ◆ いったん成立した個別契約が●社によりキャンセルされ、◆社が **Customers** から損害賠償請求を受けたときは、●社は◆社が **Customers** に支払ったペナルティと同額を補償するとしています。

#### Article 4. Terminal Connection

Seller shall conduct any and all terminal connection works in respect of XXX and XXXXXX in the presence of Purchaser and Customers.

- ◆ ●社は、XXXX と XXXXX に係る全ての端末接続作業を、◆社/**Customers** の立ち合いのもとに行うとしています。

#### Article 5. Pre-Shipment Inspection

1. Pre-shipment Inspection shall be conducted at Seller's factory in XXXX among Seller, Purchaser and Customers pursuant to the following manner.

STEP1: Electric test shall be conducted by Seller in the presence of Purchaser and Customers.

STEP2: After the completion of STEP 1 above, Purchaser and Customers shall check the result thereof.

2. In the event that any defect or damage of Products in terms of quality or function or any discrepancy with specifications is detected as a result of Pre-Shipment Inspection, Seller shall take necessary steps such as repair or replacement of Products at its own expense by the deadline to be specified by Purchaser.

- ◆ XXX の●社の工場における **Pre-Shipment** 検査の規定です。STEP 1で◆社/**Customers** 立ち合いのもと●社が電氣的な試験を行い、STEP 2でその結果を◆社/**Customers** がチェックするというにしています。
- ◆ **Pre-Shipment** 検査の結果、不合格となったときは、●社は自己の費用で修理または代替品の納品を◆社から指定された期日までに行うとしています。

#### Article 6. Delivery