General Rental Terms
Nihon Plasmatreat Inc.

1. Scope of Terms

1.1. We conclude contracts exclusively according to our General Rental Terms and General Provisions as set forth below. These terms shall also apply to all future business dealings even if they are not specifically agreed upon again. Deviations from our terms are effective only if confirmed by us in writing. Customer's terms and conditions not accepted by us in writing are not binding upon us even if we do not expressly object to them.

1.2. The written form requirement for the purposes of these terms shall also be deemed to be observed by way of e-mails and telefax letters.

2. Conclusion of the Contract, Subject Matter of the Contract

2.1. Our quotations are subject to change without notice. Verbal and telephone agreements shall be effective only if confirmed by us in writing

2.2. Documents relating to our quotations such as leaflets, illustrations, etc. shall be deemed only approximate unless expressly designated by us as binding. Decisive for the quality/ performance of the rental equipment is solely our acknowledgement of order.

2.3. The rental equipment is CE approved and thus complies with the applicable EU standards and directives. Verifying its potential application and permissibility outside the EU is the customer's responsibility.

3. Condition of the Rental Equipment and Notification of Defects

3.1. We will provide the customer with rental equipment that is free from defects, cleaned and in an operational state.

3.2. The customer agrees to inspect the rental equipment for integrity upon receipt and to notify us immediately in case a defect is detected. The cost of defect rectification on rental equipment made available in a non -defect-free and non-operational state will be borne by us.

3.3. Should the rental equipment be made available in a non -defect-free and non-operational state and should the duly notified defect not be rectified within an appropriate period of time, the customer shall be entitled to rescind the contract. The enforcement of other legal rights shall not be affected by this provision.

4. Duties of the Customer

4.1. The customer agrees to properly follow the operating and service instructions and to have the equipment operated only by personnel with the required knowledge and skill – particularly in the operation of plasma systems working at high voltage. Any cost of damage caused by improper treatment of the rental equipment shall be reimbursed by the customer.

4.2. The customer shall be liable for its own acts of willful intent and negligence and for any acts of willful intent and negligence of its employees or any other third party whose presence in the operating area of the rental equipment is attributable to the customer.

5. Calculation of the Rental Fee

5.1. Calculation is based on a weekly rate. The invoices will be raised at 14-days intervals and are payable immediately upon receipt.

6. Right of Inspecting and Examining the Rental Equipment

6.1. We shall at all times be entitled to inspect the rental equipment or to have it inspected by an authorized third party.

6.2. The customer shall be entitled to examine the rental equipment by itself or to have it examined by an authorized third party before returning the rental equipment to us. Such examination shall be recorded in a protocol which is to be signed by both parties. The cost of such examination shall be borne by the customer.

7. Passing of Risk and Insurance

7.1. The customer shall ensure that damage to and/or loss of the rental equipment due to actions and/or omissions of the customer are covered by its commercial liability insurance policy. The customer shall furthermore insure the equipment for the full new replacement value against fire, burglary, water damage and, where appropriate, machine breakdown. The insurance company shall have its registered office in Germany. The customer agrees to provide evidence of its existing insurance coverage upon our request by presenting a confirmation from the insurance company or the insurance policy. Should the customer fail to comply with this duty or should we find that the existing insurance coverage does not meet the requirements set out herein, we will obtain appropriate insurance coverage at the customer's expense. The customer hereby cedes to us all insurance claims arising out of damage to or loss of the rental equipment if attributable to the customer.

7.2. Any loss of the equipment incurred by burglary, theft or other pilferage at the place of use shall be borne by the customer.

7.3. In the event that damage has occurred to or in conjunction with the rental equipment, the customer agrees to notify us immediately by indicating the point of time and the cause of such occurrence, and the extent of damage.

7.4. Should the rental equipment be lost following an occurrence, the customer's duty to pay the rental fee shall cease on the day of such occurrence. In the event of loss of the rental equipment due to the customer's fault, the customer agrees to reimburse us for the current value of the rental equipment at the time of its loss. In the event of damage to the rental equipment due to the customer's fault, the customer agrees to bear the rebuilding cost. We hereby reserve the right to enforce further claims for damages.

8. Maintenance, Wear- and- Tear Re pairs

8.1. The customer undertakes to keep the rental equipment in a proper, functional and operationally safe state by following our operating and maintenance instructions and to protect it in every possible way against overload. Before returning, the customer must clean the rental equipment of any operational contamination.

8.2. Any repairs including the installation of spare parts required for proper functioning of the rental equipment shall be exclusively performed by us. The cost, as well as potential cleaning cost, incurred shall be borne by the customer.

8.3. The cost of repairs due to normal wear and tear will be borne by us.

9. Protection of Ownership

9.1. The customer shall neither be entitled to perform irreversible modifications to the rental equipment including, in particular, attachments and internals, nor to remove the labels on the rental equipment without our previous consent.

9.2. The customer shall neither be entitled to grant any rights in the rental equipment, nor to assign any rights arising out of this contract, to any third party.

9.3. Should any third party enforce claims on the rental equipment through confiscation, pledge or right of rem, the customer agrees to notify us immediately in writing and to inform the third party of our right of ownership.

10. End of the Rental Relationship, Termination

10.1. In the event that a defined rental time period has been agreed upon, the rental relationship shall cease upon its expiry. Notwithstanding the foregoing, the contract may be terminated for convenience at any time by giving 30 days prior notice. Such termination is subject to the written form requirement.

10.2. Irrespective of the effectiveness of the termination, we shall be entitled to claim payment of the rental fee up to the time of return of the rental equipment.

10.3. The time of return shall be defined as the point of time at which the rental equipment is received by us. This provision shall apply regardless of who bears the cost and risk of transportation of the rental equipment.

11. Return of the Rental Equipment

11.1. The customer shall bear the cost of return to the return destination.

11.2. In the event that the rental equipment is returned in a state from which it is obvious that the customer has failed to comply with its duties to maintain and service, payment of the rental fee shall continue throughout the period of time necessary to perform the repairs which have been omitted in breach of the contract. Such repairs shall be performed by us at the customer's expense.

12. Limitation of Liability

12.1. Our liability for defects of the rental equipment is subject to the limitations set forth below:

The customer shall not be entitled to claims for damages due to defects of the rental equipment unless such defect is attributable to willful intent or gross negligence on our part or unless defect rectification is delayed by us with willful intent or gross negligence.

We shall not be liable for consequential damage caused by a defect except in cases of willful intent, gross negligence, or breach of material contractual duties. To the extent we are liable for consequential damage caused by a defect, our liability shall be limited to the foreseeable damage not due to unusual circumstances. The above limitation of liability shall not limit the customer's right to claim for injury to limb or health for which we are responsible, or for loss of the life of the customer or its vicarious agents. Customer's claims in the case of a warranty given by us or in the case of concealment of a defect with intent to deceive shall also remain unaffected.

12.2. The limitations set forth below shall apply to our contractual and non-contractual (tortious) liability and to liability for default at conclusion of contract. The burden of proof for the facts justifying a limitation of liability or exclusion of liability shall lie with us.

We shall not be liable for breach of non-material contractual duties due to slight negligence. Claims for damages in the case of breach of material contractual duties shall be limited to the foreseeable damage typical of the contract insofar as such breach of material contractual duties is not due to willful intent or gross negligence.

No limitation of liability shall apply to the extent that we are liable for injury to life, limb or health.

13. Miscellaneous

13.1. Neither party shall be entitled to set off claims against counterclaims arising out of the contractual relationship unless such claim is indisputable or legally established. The same shall apply to any enforcement of retention rights. Any customer's rights to rental fee reduction in corresponding application of Section 536 BGB (German Civil Code § 536 BGB) shall remain unaffected.

13.2. Japanese law applies exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Convention) is excluded.

13.3. Place of jurisdiction is Tokio. We shall have the right to institute legal proceedings against the customer at the place of its registered office.