



Standard Terms and Conditions of S

SPS005-05
Rev D

NIKKISO CRYO, I

warranty or liability.
Technical Assistance -



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9. EXCUSABLE DELAYS/CHANGES

Seller shall not be in default for failure to deliver or delay in delivery arising out of causes beyond its control and without its negligence, including, but not limited to: Acts of God or the public enemy, Acts of the Government in either its sovereign or contractual capacity, acts of terrorism, fires, floods, epidemics, quarantine restrictions, strikes, shortage of materials or supplies, GHOD\ RU IDLOXUH RI 6HOOH suppliers, labor disputes, freight embargoes,



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its ability to do so, shall permit Seller to defend the same or make settlement in respect thereto. If, as a result of actual infringement, Seller is prevented from supplying the goods ordered by Buyer, Seller shall have the right, at its own option and expense, to procure for Buyer the right to continue using the infringing goods, replace the relevant goods with non-infringing goods, modify the goods so that they become non-infringing or to remove the infringing goods and refund the portion of the applicable purchase price therefor. In the event the goods furnished hereunder are produced under % X \ Specifications, no liability under this paragraph shall arise against Seller. In like manner, Buyer agrees to save Seller harmless from patent LQIULQJHPHQWV UHVXOWLQJ IURP 6HOOHUUV FRPSOLDQFH ZLWK G H now or hereafter forming a part of this Agreement or with specific written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this Agreement.





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23. INSURANCE

Seller carries standard liability insurance including General Liability, Automobile Liability, Workers Compensation, Professional Liability, and Product Liability. Coverage and limits can be provided on request. Any requirements in excess of 6 H O S Standard insurance coverage can be quoted upon request. Unless otherwise agreed in writing between Seller and Buyer, 6 H O S responsibilities for marine insurance for delivery hereunder shall be limited to affecting all risks (Institute Cargo Clauses) marine insurance with underwriters or insurance companies in the amount of one hundred and ten percent (110%) of C.I.F. value of the goods being shipped. Any additional premium for insurance coverage beyond the above amount, if so required by Buyer, shall be borne by Buyer and shall be added to the invoice amount.

24. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding of the parties with reference to the subject matter hereof, and it is agreed that there are no understandings, promises, representations or agreements, whether oral or written, heretofore entered into between Seller and Buyer which have any force or effect. This Agreement may be amended only by a writing signed by the parties. No agent, employee, or representative e or eff



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