

Terms of Use

Rental Lab for Endurance Test Environment

Yuasa System Co., Ltd.

Article 1 (Purpose)

The purpose of these Terms of Use is to determine the necessary matters regarding the use of the Rental Lab for Endurance Test Environment (hereinafter referred to as the "Rental Lab") provided by Yuasa System Co., Ltd. (hereinafter referred to as the "Company").

Article 2 (Establishment of Individual Rental Agreement)

When using the Rental Lab, a person who wishes to use the laboratory (hereinafter referred to as the "Applicant of use") shall make an offer to the Company or through a company approved by the Company, and obtain an individual quotation for use from the Company. In the case that the Applicant of use agrees to the quotation and these Terms of Use, apply for the use in writing, and the Company accepts the application, then an individual rental agreement shall be concluded.

Article 3 (Rental Fee)

In accordance with the previous Article 2, rental fees shall be based on the quotation which was individually presented by the Company to the Applicant of use.

Article 4 (Items to comply)

the Rental Lab users (hereinafter referred to as the "User") shall comply with the followings:

- (1) The User shall use the Company's test equipment and other equipment installed in the Rental Lab based on the appropriate use indicated by the Company, and shall always be obliged to be careful as a good manager when using it.
- (2) The period of use, usage time, number of people, etc. shall be within the scope of the Company's acceptance at the time of application.
- (3) The User shall restore the original condition at the end of the rental period.
- (4) Do not fouling, damage, or lose buildings, test equipment, facilities, or fixtures.
- (5) Valuables, or the like shall be managed at User's responsibility.

2. In the event of damage to the User in violation of the items of the preceding paragraph, the Company shall not be liable for any damages, regardless of the cause.

3. The User shall be liable for damages against the Company for the loss and destruction of buildings, test equipment, facilities, and fixtures caused by User's responsibility. (However, the wear, deterioration, etc. due to normal use shall be excluded.)

Article 5 (Extension of Rental Period)

The extension of the rental period shall be as follows.

- (1) If the rental period is extended from the original period, The User shall notify the Company in advance and obtain its consent.
- (2) In the case of extending the rental period, the User and the Company shall discuss and decide the extension fee individually.
- (3) With regard to the extension of the rental period, the User agrees that it may not be approved due to the use schedule of other users, etc. In that case, regardless of whether the purpose of use has been completed or not, the User shall return the Rental Lab to its original state and leave by the expiration date of the rental period originally agreed by the individual rental contract.

Article 6 (Payment of Rental Charges)

1. The rental fee shall be paid in accordance with the payment terms quoted by the Company at the beginning of the rental period. However, in the event that the Company performs tests, etc. in the rental laboratory of the Company during the said rental period on behalf of the User (hereinafter referred to as " Lab substitute service"), the rental fee shall be paid upon completion of the tests performed by the Company on behalf of the User

2. When the total rental period (including extension of the rental period in accordance with Article 5) exceeds one month, and with the consent of the user, the following payment method may be applied instead of the preceding item.

The rental fee for one month shall be paid at the beginning of the rental period, and the same shall apply thereafter. For the month in which the end date of the rental period falls, the rental fee shall be calculated on a pro-rata basis from the end date of the rental period to the end of the month.

3. Notwithstanding the proviso of item 1 of this Article, the preceding item shall apply mutatis mutandis to " Lab substitute service " for which the total rental period exceeds one month.

Article 7 (Prohibitions)

The User shall not:

- (1) Use for purposes not approved by the Company
- (2) Bringing in and using equipment, facilities, fixtures, etc. without prior notification
- (3) Eating and drinking in the Rental Lab shall be limited to the place designated by the Company, and in such acts, the User shall take the utmost care in accordance with Article 4 of this Terms of Use so as not to fouling or damage the test equipment and other equipment, etc. in the Rental Lab. In addition, with regard to smoking, the user shall prepare a portable ashtray on his/her own and do it only at the place designated by the Company.
- (4) Bringing in goods that have risk of causing loud noise, odor, vibration, ignition, etc.
- (5) Advertising and business activities such as the distribution of signboards and flyers on the premises of the Rental Lab

- (6) The use for political and religious activities, sales of goods, etc., and the acts that the Company deems to cause inconvenience or adverse effects on other Users and the surrounding environment of the Rental Lab.

Article 8 (Restrictions on Use)

If the User falls under any of the following conditions, the Company may take measures such as cancellation of the use of the Rental Lab.

- (1) If there is a lie in the contents at the time of application of use
- (2) When subleased or transferred to a third party
- (3) If the User violate any of the clause of this Terms of Use
- (4) When it is against public order and morals
- (5) If the User is a member of any antisocial forces such as organized crime groups, or is related to any antisocial forces
- (6) Other cases that the User do not follow the Company's instructions

Article 9 (Disclaimer)

In the following cases, the Company may unconditionally suspend or discontinue the use of the Rental Labs in accordance with the circumstances, or may cancel a part of or all of the Rental Lab use agreements.

- (1) When there is a risk that the use of the Rental Lab will become unavailable or impossible due to natural disasters such as earthquakes, eruptions, floods, tsunamis, etc. or due to human-made disasters such as wars, disturbances, riots, mayhem, labor disputes, etc.
- (2) When the Company deems it necessary to prevent the use of the Rental Lab due to reasons that cannot be attributable to the Company, such as the enactment or revision or abolition of laws or regulations, the disposition of orders by public authority, suspension of power supply by electric power companies, or other reasons that cannot be attributable to the Company.
- (3) The User shall be obliged to pay the Company a rental fee based on the original period of use, even if the use is suspended temporarily or totally, or cancelled in the middle of the period of use due to the measures set forth in the preceding paragraph and/or Article 7 of these Terms of Use. In addition, if the cancellation of use under this Article is made before the start of the use period, any rental fees, reservation fees, etc. which have already been paid to the Company, will not be returned.

Article 10 (Attribution of Rights)

In principle, all rights to the test results obtained by the User through the use of the Rental Lab, as well as inventions, writings, etc. based on them, shall belong to the User. Provided, however, that during and before and after the period of use, if the support provided by the Company's engineers to the User for the test method, etc. is found to have contributed to the invention or writing, the attribution of the right shall be determined by consultation between the User and the Company.

Article 11 (Non-disclosure)

The User and the Company shall not leak about test equipment, test methods, or any other information that they know through the use of the Rental Lab to a third party without the consent of the other party nor to use it for their own use.

Article 12 (Special Clauses)

In the event that a separate special agreement (hereinafter referred to as the "Special Clauses") is arranged between the User and the Company in writing with regard to these Terms of Use, the Special Clauses shall be integrated with these Terms of Use and shall complement and amend these Terms of Use. In addition, if the contents that differ from these Terms of Use are arranged in the Special Clauses, the Special Clauses shall prevail to these Terms of Use.

Article 13 (Resolution of Disputes)

In addition to what is provided in these Terms of Use, in the event of any doubt or dispute over the use of the Rental Lab, the User and the Company shall discuss and resolve them in accordance with the principle of good faith.

Provided, however, that if the dispute is not resolved by consultation between the User and the Company, the User and the Company agree that the Okayama District Court or the Okayama Summary Court shall be the court of the first instance in the resolution of the dispute.

Article 14 (Changes to these Terms of Use)

The Company may change this Terms of Use upon its necessity by posting it on the Rental Lab website at any time.

2. When the User makes an application to the Company for the Rental Lab use contract after this Terms of Use has been changed pursuant to the preceding paragraph, the User shall be deemed to have approved the change.

Supplementary Provisions;

YSRPLUR_1.00 (established June 20, 2020)

YSRPLUR_1.01 (partially revised as of August 12, 2020)

YSRPLUR_1.02 (partially revised as of October 1, 2022)

(end of clause)