

CONSENT RELATED TO DISCLAIMERS

We, SAGINOMIYA SEISAKUSHO, INC., (hereinafter referred to as "Saginomiya"), truly appreciate your choosing Saginomiya's products (hereinafter referred to as "Products").

When the Products are used, this document as provided below shall be applicable except to the extent that there is anything to the contrary in any applicable estimate, agreement, catalogue, specification, etc.

● CONFIRMATION OF OPERATION

All customers using the Products (hereinafter referred to as "Customers") are requested to, after properly installing the Products, test the operation of the Products to confirm that all the systems in connection with the Products fully function.

In order to prevent the occurrence of bodily injury, fire accidents, serious damage, etc., in connection with the Customers' machinery or equipment due to improper installation of the Products, Saginomiya kindly requests the Customers to take the necessary safety measures by preparing safe designs such as a fail-safe design (*1) and a fire spread prevention design, as well as to make the proper adjustments for product reliability necessary for fault-tolerance (*2).

(*1) Fail-safe design: Design to ensure safety in the event of any mechanical failure

(*2) Fault-tolerance: Utilization of redundancy technology

Periodic Inspection of the Products

Be sure to confirm the proper operation of the Products and keep records of such operation at least once a year.

Saginomiya shall be held harmless and be indemnified by the Customers from any damages incurred due to the Customers failing to conduct the above operational procedures, provided, however, that, this shall not apply if the damages which the Customers incurred due to the defect of the Products caused by Saginomiya.

● RESTRICTIONS OF USE

The Products are designed and manufactured for the purpose of using them for cooling and heating and refrigerating appliances and air conditioning equipment or various industrial equipment, but are not designed and manufactured for the purpose of using the Products for any instrument or system related to human life or health purposes.

Therefore, the use of the Products in fields related to items (1) through (3) below is not intended whatsoever. Saginomiya shall be held harmless and be indemnified from any and all damages incurred by use of the Products under item (3).

(1) In any field related to nuclear power and radiation;

(2) In any field related to space or seafloor equipment;

(3) In any equipment or device requiring a high degree of reliance on such equipment or device with respect to which it is reasonably foreseeable that failure or malfunction of the equipment or device would either directly or indirectly cause serious damage to human life, health or property;

Also, when using the Products under the fields related to items (1) through (9) below (except for item (3), in relation to which the Products must never be used), please be sure to notify our Saginomiya's contact desk in charge of sales and obtain Saginomiya's prior written approval for such use. Saginomiya shall be held harmless and be indemnified from any and all damages incurred by use of the Products in relation to these fields if the Customers do not notify Saginomiya's contact desk and obtain Saginomiya's prior written approval.

(4) Transportation device (railroad, aviation, ship or vessel, vehicle equipment, etc.);

(5) Disaster-prevention or crime-prevention device;

(6) Facility or application directly related to medical equipment, burning appliances, electro thermal equipment, amusement rides and devices, facilities/applications associated directly with billing, or device using flammable fluid;

(7) Equipment requiring high reliance on supply systems such as electricity, gas, water, etc., in large-scale communication system, or in transportation or air traffic control system;

(8) Facilities that are to comply with regulations of governmental / public agencies or specific industries or

(9) Other machineries or equipment equivalent to those set forth in the above items (4) to (8) which require for high reliability and safety.

It is recommended to replace the Products within 5 to 10 years of delivery if no other duration of use is provided in the applicable specifications or instruction manual because the conditions and environment of use also have an impact on the Products.

● SCOPE OF WARRANTY

SAGINOMIYA WILL PROVIDE THE CUSTOMERS WITH REPLACEMENT OR REPAIRED THE PRODUCTS DELIVERED, FREE OF COST, ONLY WITHIN ONE YEAR OF DELIVERY TO THE CUSTOMER, IF FAILURE OCCURS IN THE CUSTOMERS' EQUIPMENT USING THE PRODUCTS DUE TO A DEFECT OF THE PRODUCTS; PROVIDED, HOWEVER, THAT IN ANY EVENT THE RATIO OF THE AMOUNT THAT SAGINOMIYA BEARS FOR THE DAMAGES INCURRED BY THE FAILURE OF THE PRODUCTS OR CUSTOMERS' EQUIPMENT SHALL NOT EXCEED THE PRICE OF THE PRODUCTS WE DELIVERED. IN ADDITION, SAGINOMIYA SHALL BE HELD HARMLESS AND BE INDEMNIFIED FROM ANY AND ALL DAMAGES INCURRED WHEN THE FAILURE OF THE CUSTOMERS' EQUIPMENT OCCURRED DUE TO ANY CAUSE SET FORTH BELOW.

(1) WHEN CAUSED BY INAPPROPRIATE HANDLING OR USE OF THE PRODUCTS BY THE CUSTOMERS (SUCH AS NOT COMPLYING WITH THE CONDITIONS, ENVIRONMENTAL SPECIFICATIONS OR CAUTIONS INDICATED IN ANY APPLICABLE CATALOGUE, SPECIFICATIONS, INSTRUCTION MANUAL, ETC.);

(2) WHEN FAILURE OCCURRED DUE TO ANY REASON OTHER THAN THE PRODUCTS;

(3) WHEN CAUSED BY MODIFICATION OR REPAIR OF THE PRODUCTS MADE BY ANYONE OTHER THAN SAGINOMIYA OR DESIGNEE OF SAGINOMIYA;

(4) WHEN CAUSED BY THE USE OF THE PRODUCTS IN VIOLATION OF THE ABOVE "RESTRICTIONS OF USE" OR "CONFIRMATION OF OPERATION";

(5) WHEN SUCH FAILURE WAS NOT REASONABLY FORESEEABLE AT THE TIME OF SAGINOMIYA'S SHIPMENT; OR

(6) BY ANY OTHER CAUSE NOT ATTRIBUTABLE TO SAGINOMIYA, SUCH AS AN ACT OF GOD, DISASTER, OR ACT OF ANY THIRD PARTY.

PLEASE NOTE THAT THE CUSTOMERS WILL NOT BE ENTITLED TO ANY OF THE ABOVE WARRANTY IF THE CUSTOMERS PURCHASED THE PRODUCTS FROM INTERNET AUCTION, ETC.