

Sales Contract for Pilz E-Shop

This Sales Contract of Pilz E-Shop applies to all products of Pilz GmbH & Co. KG (hereinafter referred to as Pilz) that Pilz Japan Co., Ltd. (hereinafter referred to as Pilz Japan) provides via Pilz online shop called Pilz E-Shop on the Pilz website. This Sales Contract shall apply to all current and future business relationships between Pilz Japan and the customer. Minors shall use the sales services of Pilz E-Shop with the consent of their guardian.

Article 1 (Product Price Displayed)

- 1 The sales prices of all goods shall be the prices displayed per each product on the Pilz E-Shop.
- 2 The currency of sales prices of all goods displayed shall be Japanese Yen, unless otherwise specified.
- 3 The sales prices of all goods displayed shall be the prices excluding sales tax, unless otherwise specified.
- 4 The sales prices of all goods displayed shall be the prices per a piece of product or a set of products.

Article 2 (Formation of Sales Contract)

- 1 By placing an order on the Pilz E-Shop, i.e. filling out the order page and clicking on the "Order" button, the Sales Contract shall be formed between Pilz Japan and the customer at the time of when Pilz Japan transmits an order confirmation.
- 2 The order confirmation of the above clause shall be transmitted to the e-mail address that the customer entered on the registration form of Pilz website. The transmitting of e-mail shall also be done by the means in the Article 10.
- 3 Pilz Japan shall deliver the goods for which the Sales Contract is formed based on the Clause 1 promptly after confirming the payment in the Article 4, unless otherwise agreed separately between Pilz Japan and the customer.

Article 3 (Sales Conditions, etc.)

- 1 The customer shall be an individual resident in Japan over the age of 20. However, this does not apply if the following applies.
 - (1) If the individual is married.
 - (2) If the individual submits the consent form of a guardian or legal representative to Pilz Japan.
 - (3) If Pilz Japan recognizes that there are special circumstances.

- 2 The customer shall agree to all the terms of this Sales Contract and the terms of use of Pilz website, i.e. Data protection at Pilz.
- 3 In addition to the purchase price of the product, the customer shall bear the shipping fee and insurance premiums to deliver the goods if required by Pilz Japan.
- 4 The customer shall bear the bank transfer fee, etc. when making the payment of purchase price of the product.
- 5 The customer shall acknowledge in advance that there may be differences in the color, shape, and/or some other things that affect the decision-making of purchasing the products due to photography technology or the description of the products.

Article 4 (Terms of Payment)

- 1 The customer shall make a payment of purchase that is formed under the Article 2 by the mean of what the customer chooses among the payments specified by Pilz Japan.
- 2 The customer shall make a payment of shipping fee, etc. of the Clause 2 in the Article 3 at the time of making the payment of purchase in the above clause to Pilz Japan.
- 3 If the payment of purchase, etc. is not made within 14 days from the date of formation of the Sales Contract, Pilz Japan shall be able to cancel the Sales Contract.

Article 5 (Delivery of Products)

- 1 Pilz Japan shall deliver the goods to the address of the customer specified at the time of purchase by the means specified by Pilz Japan.
- 2 Pilz Japan shall acknowledge the receipt of goods by the customer at the time of completion of delivery in the above clause.
- 3 Pilz Japan or a carrier who delivered the goods shall not hold any obligations for undelivered goods that is caused by customer's fault, such as insufficient information due to missing and/or wrong recipient's name, address, etc.
- 4 If the goods were returned due to the absence of customer, Pilz Japan and the customer can negotiate whether or not to redeliver, the handling fee of redelivery, the means of redelivery, the shipping fee of redelivery, etc.
- 5 If the goods in the above clause were returned, Pilz Japan is able to cancel the Sales Contract in case Pilz Japan is unable to reach to the customer within 14 days from the date of when Pilz Japan received the returned goods.

Article 6 (Return and Refund)

- 1 Pilz Japan shall not accept any exchanges, changes, or returns of products for which the Sales Contract has been concluded. In addition, Pilz Japan shall not establish a cooling-off system for this website.
- 2 If the delivered item is damaged or defective, the customer and Pilz Japan shall discuss in good faith whether to replace, change, return, refund, etc., regardless of the provisions of the above clause. However, if it is clear that the damage is caused by the customer's negligence or intention, the provisions of the above clause shall apply.
- 3 If there is a clear negligence in Pilz Japan regarding a defect in the product, such as a wrong product, a product with different color, etc., Pilz Japan shall replace, change, cancel, or refund the product regardless of the provisions of the Clause 1. However, if Pilz Japan determines that the difference, etc. falls within the category of Clause 4 in the Article 3, the provisions of Clause 1 shall apply.
- 4 If any shipping and handling fees are incurred for replacement, change, return, refund, etc. in the Clause 2 and the above clause, the customer shall bear these fees. However, this does not apply if there is a separate agreement between Pilz Japan and the customer.
- 5 The customer must file an allegation with Pilz Japan within 14 days from the date of receipt of the product regarding the defect of product in the Clause 2 and the above clause. For the product that has passed the period to allege, Pilz Japan shall consider that the customer has confirmed the defect of the product.

Article 7 (Cancellation of Sales Contract)

- 1 Pilz Japan shall not accept any cancellation of Sales Contract by the customer after the item of Clause 3 in the Article 2 is delivered.
- 2 If the customer is subject to any of the conditions described below, Pilz Japan shall be able to cancel the Sales Contract with the customer without an advanced notice.
 - (1) If the customer does not meet the condition of Clause 1 or 2 in the Article 3.
 - (2) If the delivery address specified by the customer is outside Japan.
 - (3) If the customer does not accept the means of shipping or payment of the products.
 - (4) If the customer does not make the payment of purchased goods, etc. within due.
 - (5) If the customer uses a false information when using the services of Pilz E-Shop.
 - (6) If there is a case of obvious deficiencies on the delivery address, etc., and if the customer is not reachable within 14 days from the date of when the Sales Contract was formed.

- (7) If this Sales Contract and any agreement established by Pilz on the Pilz website are violated.
 - (8) If there are other reasons that may make it difficult to fulfill this Sales Contract.
- 3 In the event that the customer falls under any of the following conditions, all obligations of the customer under this Sales Contract shall be accelerated and become immediately due and payable.
- (1) If there is a petition for legal debt insolvency such as a petition for provisional seizure, seizure, foreclosure sale, bankruptcy, civil rehabilitation proceedings, etc.
 - (2) If the customer receives a reminder of delinquent payment in taxes and public dues, or if there is a preservative seizure.
 - (3) If the credit card or bank account specified by the customer is suspended by the credit card company or financial institution.
 - (4) If there is a petition for the start of company rehabilitation proceedings, the start of company reorganization or the start of special liquidation, or if there is a petition for the start of civil rehabilitation proceedings or bankruptcy.
 - (5) If the bill or check drawn by the customer is dishonored.
 - (6) If the customer's economic and credit status have deteriorated.

Article 8 (The Rules of Self-Responsibilities, etc.)

- 1 All customers shall use the sales services on the Pilz E-Shop at their own risk.
- 2 The customer shall be obliged to confirm the content of product, product price, quantity, content of transaction, operation of device, etc. regarding the use of sales services on the Pilz E-Shop. The customer shall bear all responsibilities for failing to confirm them.
- 3 Pilz Japan may use cookies, etc. to collect personal information of customers to provide sales services on the Pilz E-Shop. The customer is able to refuse the use of cookies, etc. provided by Pilz by disabling the cookies, etc. in the browser settings. However, if cookies, etc. are disabled, the customer should be aware that some problems may occur when checking the usage status of services, etc. provided on the Pilz website.

Article 9 (Data Protection)

- 1 The Pilz Japan shall manage and use the personal information of the customer based on the privacy policy (Data protection at Pilz) on the Pilz website. However, Pilz Japan shall not guarantee that the leakage or loss of the personal information or falsification by others will be completely prevented.

- 2 The customer shall acknowledge in advance that Pilz Japan may use the personal information and preference information of the customer collected by Pilz Japan to carry out sales activities regarding services provided by Pilz Japan by e-mail or other means, and that Pilz Japan may advertise third-party products or services that Pilz Japan considers appropriate.

Article 10 (Means of Notification)

- 1 Unless otherwise specified, the means of notification from Pilz Japan to the customer shall be an e-mail, general notice on the Pilz website, or any other method that Pilz Japan considers appropriate. In addition, when Pilz Japan notifies the acceptance of the Sales Contract in the Article 3 or when Pilz Japan sends an information, etc. that Pilz Japan deems necessary to notify the customer, Pilz Japan shall be able to send e-mails to the customer even if the customer set to reject all notifications by e-mails in the registration procedure, etc.
- 2 If the notice in the above clause is sent by e-mail, the notice shall be considered to have been completed by sending to the e-mail address specified by the customer at the time of registration. Pilz Japan shall not be liable for any failure to receive the e-mail by the customer due to non-delivery, misdelivery, or delay of the e-mail.
- 3 If the notice in the Clause 1 is sent by e-mail, the customer must change the e-mail reception settings of the specified PC or mobile phone, etc. to allow the reception of e-mail from Pilz Japan. Pilz Japan shall not be liable for any loss caused to the customer due to non-delivery of e-mail caused by not changing the settings.
- 4 If the notice in the Clause 1 is posted on the general bulletin board on the Pilz website, the notice shall be deemed to have been completed to the customer at the time of when it is posted on the Pilz website.
- 5 If the customer is notified by any of the above means, the customer shall be deemed to have agreed to the contents of the notification on the date of notification unless there is an objection from the customer.
- 6 If the notice from Pilz Japan is not delivered due to the customer's intention or negligence, such as an incorrect contact e-mail address, a typographical error, or a failure to update the contact e-mail address, Pilz Japan shall deem that the customer has agreed to the notice without objection.

Article 11 (Maximum Amount of Compensation for Damage)

The maximum amount of compensation for damages to Pilz Japan due to defects in the products shall not exceed the displayed prices of the same products.

Article 12 (Amendment of Sales Contract)

Pilz Japan may revise the contents of this Sales Contract as required without notice, and the customer shall confirm the contents of this Sales Contract each time the customer uses the sales services on the Pilz E-Shop. If the customer uses the sales services of Pilz E-Shop after the revision of this Sales Contract, the customer shall be deemed to have agreed to the revision. Pilz Japan shall not be liable for any direct or indirect loss to the customer or a third party caused by not checking this page.