

Terms and Conditions on Entrustment of Plants Inspection

These Terms and Conditions (hereafter referred to as the "Terms") set forth the basic agreements between the customer (hereinafter referred to as the "Customer") who entrusts various inspections of exported plants, etc. (hereinafter referred to as the "Inspection") and JEVIC COMPANY LIMITED who is the entrustee (hereinafter referred to as "JEVIC").

(General Provisions)

Article 1 The Terms shall apply to all Inspections that JEVIC accepts through its form of "Quotation and Purchase Order".

2. If an Individual Agreement is separately set forth and the contents different from the Terms are set forth in writing, the Individual Agreement shall prevail.

(Conclusion and Period of Agreement under the Terms)

Article 2 An agreement under the Terms shall be deemed to be established at the time when the Customer places its seal on the Quotation and Purchase Order prepared by JEVIC and JEVIC receives the Quotation and Purchase Order with the seal affixed thereto, and shall terminate upon JEVIC's issuance to the Customer of a report of the Inspection result and payment of the service fee to JEVIC by the Customer.

(Implementation of Inspection)

Article 3 JEVIC shall conduct the Inspection as requested by the Customer to JEVIC based on the Quotation and Purchase Order, among the Inspections stipulated in "Notes concerning the entrustment of inspection of plants, etc." (hereinafter referred to as the "Notes"), and submit a report on the result thereof (hereinafter referred to as "Deliverables") to the Customer in the prescribed form within five (5) business days after the completion of the Inspection. The specific details of the Inspection shall be stipulated in the Notes and the Quotation and Purchase Order.

2. The Customer may use a Certified Administrative Procedures Legal Specialist designated by JEVIC through JEVIC (hereinafter referred to as "Legal Specialist") for acting on behalf of applications for the issuance of phytosanitary certificates, procedures concerning the receipt and dispatch of the said certificates, and other procedures for application to the administrative agencies.

3. When the Customer uses the Legal Specialist in accordance with the provisions of the preceding paragraph, the Customer shall notify JEVIC to the effect that it uses the Legal Specialist with the Quotation and Purchase Order, and JEVIC shall, after confirming in the Quotation and Purchase Order received from the Customer that the Legal Specialist is to be used, request the Legal Specialist to carry out the procedures stipulated in the preceding paragraph as necessary.

(Service Fee and Payment Terms)

Article 4 The service fee for Inspections and expenses incurred in connection therewith, etc., expenses incurred for the use of the Legal Specialist and the payment method thereof, etc. shall be as specified in the Notes.

2. the Customer shall pay the service fee to JEVIC in advance, and the Inspection shall be carried out after JEVIC confirms the payment. Any bank charge required for such payment shall be borne by the Customer.

3. JEVIC shall not refund the service fee to the Customer except where the Inspection cannot be conducted due to the cause attributable to JEVIC.

(Suspension of Inspection)

Article 5 The Customer may request to suspend a part or all of the requested Inspection before the completion of the Inspection. In this case, JEVIC shall immediately suspend the Inspection.

2. If the Customer suspends the Inspection in accordance with the preceding paragraph after commencement of the Inspection, it shall pay to JEVIC the full amount of the pre-determined Inspection fee.

(Disposal of Samples)

Article 6 If the Inspection is suspended or the agreement under the Terms is terminated for any reason whatsoever, JEVIC shall return the Customer the remainder of the inspection sample plants provided from the Customer. The cost for the return of the inspection sample plants shall be borne by the Customer except in the case that suspension of the Inspection or termination of agreement under the Terms is attributable to JEVIC. In this case, even if all or part of the inspection sample plants have already been consumed before returning, the Customer may not claim against JEVIC with respect to the consumption.

2. If there is any remainder in the inspection sample plants provided by the Customer when the Inspection is completed, JEVIC shall return such remainder to the Customer. The cost of such return of the remainder shall be borne by the Customer.

3. In case of the preceding two (2) paragraphs, the inspection sample plants may be discarded by JEVIC with the Customer's prior written consent.

(Non-Conformity)

Article 7 If the Deliverables are not in conformity with any agreement under the Terms (for avoidance of doubt, non-conformity shall not include failure to achieve the Inspection results desired by the Customer), JEVIC shall, at the Customer's option, take measures to complete the performance such as correction of the Deliverables without charge or delivery of a substitute (excluding the cases where JEVIC cannot take measures such as no samples are left), unless such non-conformity is due to any reason attributable to the Customer.

2. JEVIC shall assume the obligation in the preceding paragraph only for one (1) year after the delivery of the Deliverables.

3. The claim under Paragraph 1 shall not preclude the claim for damages or the exercise of the right of termination. (Disclaimer)

Article 8 In the event of non-performance of the Terms due to an earthquake, tsunami, rainstorm, flood, war, riot, civil commotion, insurrection, revolution, terrorism, large-scale fire, infectious disease, epidemic, strike, lockout, enactment, amendment or abolishment of laws or regulations, loss of the legal authority or facility to conduct Inspections by JEVIC, an illegal act or default of a third party, or any other contingency beyond the reasonable control of the party (hereinafter referred to as "Force Majeure"), the party in default shall not be liable for such non-performance. If the default due to Force Majeure continues for one (1) month, the agreement hereunder shall automatically be terminated.

2. If the agreement hereunder is terminated due to a default because of Force Majeure, JEVIC shall return the service fee for the undone Inspection to the Customer and assume no other responsibilities.

(Termination of Agreement under the Terms)

Article 9 If the Customer or JEVIC falls under any of the following items, the other party may immediately terminate all or part of the agreement under the Terms without any demand:

(1) When the party breaches the obligations hereunder and fails to perform the said obligations within fourteen (14) days regardless of a demand from the other party;

(2) When the party commits any act that damages the other party's credibility, reputation or mutual relationship of trust;

(3) When a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings or other insolvency proceedings is filed by or against the party;

(4) When an attachment, provisional attachment, provisional disposition, petition for public auction, disposition of tax delinquency or any other procedure equivalent thereto is filed against the party;

(5) When the party suspends payment or becomes insolvent, or any note or check of the party is dishonored;

(6) When the party merges, dissolves, liquidates or assigns all or material part of its business to a third party or attempts to do so;

(7) When the party is subject to a disposition of suspension of business, or a disposition of revocation of business license or business registration by a supervisory agency; or

(8) When there is any other circumstance similar to any of the preceding items.

2. The termination under the preceding paragraph shall not prevent the party who exercises the right to terminate from claiming for damages against the other party.

(Compensation for Damages)

Article 10 The Customer and JEVIC may claim against the other party for compensation for any damage incurred in connection with the agreement under the Terms due to a reason attributable to the other party.

2. If JEVIC is liable to the Customer for compensation for damages for any legal cause whatsoever, the amount of compensation shall not exceed the amount paid by the Customer to JEVIC for the cost of any Inspection related to the occurrence of damage.

(Confidentiality)

Article 11 The Customer and JEVIC shall have any confidentiality obligation with respect to any and all information related to technical, sales, operational, financial, organizational and any other matters which they may know in the course of business or may disclose to each other when executing an agreement hereunder (hereinafter referred to as "Confidential Information"). Provided, however, that any information falling under any of the following items shall be excluded from the Confidential Information:

- (1) Information which was already in the public domain when it was obtained from the other party;
- (2) Information which the receiving party can prove that it was already in the possession of the receiving party at the time when such information was obtained from the other party;
- (3) Information which entered the public domain without the fault of the receiving party after it was disclosed by the other party;
- (4) Information which was lawfully obtained by the receiving party from a third party having legitimate authority without assuming confidentiality obligation after it was obtained from the other party; or
- (5) Information independently developed or created by the receiving party without regard to the Confidential Information learned from the other party.

2. Neither party shall disclose the content of the Terms and the Confidential Information to any third party without obtaining the prior written consent of the other party. However, this shall not apply if required by laws and regulations or if disclosure is requested by a competent public agency.

3. If requested by the other party, the Customer and JEVIC must return to the other party or dispose of the Confidential Information (and any reproduction of the Confidential Information) in accordance with the instructions of the other party.

(No Assignment of Status)

Article 12 Neither party may, without prior written consent of the other party, transfer its contractual status related to an agreement hereunder, assign to any third party or cause any third party to succeed to, create security interest over or otherwise dispose of all or part of its rights and obligations hereunder.

(Elimination of Antisocial Forces)

Article 13 The Customer and JEVIC each represents and covenants to each other that it, or any person acting as its agent or intermediary, is not currently an organized crime group, a member of an organized crime group, a quasi-member of an organized crime group, a related company or association of an organized crime group, a corporate racketeer, etc., a rogue person or group proclaiming itself as a social activist, etc., an organized special intellectual crime group, etc., or other person similar thereto (hereinafter referred to as the "Antisocial Forces") and that it does not fall under any of the following items, and that it will not fall under Antisocial Forces and any of the following items:

- (1) The party has a relationship that it is recognized that Antisocial Forces are controlling its management;
- (2) The party has a relationship that it is recognized that Antisocial Forces are substantially involved in its management;
- (3) The party has a relationship with the Antisocial Forces which is deemed to be utilizing Antisocial Forces unreasonably for the purpose of unfairly benefiting itself, its company or a third party, or damaging a third party, etc;
- (4) The party has a relationship with the Antisocial Forces in which it is deemed to provide funds, etc. or benefits to, or be otherwise involved in, Antisocial Forces;
- (5) An officer of the party or a person substantially involved in the management of the party has a socially criticized relationship with Antisocial Forces; or
- (6) The party allows Antisocial Forces to engage in its business or uses them as assistants in its business.

2. The Customer and JEVIC each undertakes that it will not conduct any of the following acts by itself, by using its employees or by using a third party:

- (1) A violent demand;
- (2) An unreasonable demand beyond legal responsibility;
- (3) An act using intimidation or violence in relation to transactions;
- (4) An act of damaging the credit or obstructing the business of the other party by spreading false rumors or using fraudulent means or force; or
- (5) Any other act equivalent to any of the preceding items.

3. If either party suspects that a fact violating the preceding two paragraphs exists with respect to the other party, the party may require the other party to report on the matter, specifying a reasonable period of time. If the party who has been requested to submit a report does not submit the report within a reasonable period of time, the fact of violation of the preceding two paragraphs may be deemed to exist with regard to said party.

4. Either party may, if the other party or a person acting as an agent or an intermediary for the other party is in violation of Paragraphs 1 or 2 and found to fall under Antisocial Forces or if it is found that the other party falls under any of each item of Paragraph 1 or each item of Paragraph 2, terminate the agreement under the Terms without any demand.

5. Neither party may claim compensation for damages against the other party for the reason that an agreement under the Terms is terminated pursuant to the

provisions of the preceding paragraph.

6. Termination of an agreement under the Terms pursuant to Paragraph 4 shall not preclude the terminating party from claiming compensation for damages.

(Consultation)

Article 14 Any doubt arising in connection with the interpretation of any provision of the Terms as well as any matter not provided for herein shall be resolved through consultation between the Customer and JEVIC in good faith.

(Jurisdiction)

Article 15 The agreement under the Terms shall be governed by the laws of Japan and the parties submit to the exclusive jurisdiction of the Tokyo District Court in respect of all matters related to the Terms.

This English translation is solely for reference purpose only and not a legally definitive translation of the original Japanese text. In the event a difference arises regarding the meaning herein, the original Japanese version will prevail as the official authoritative version.