

Anixter Japan KK (“Wesco Anixter”)

Business Credit Terms

The following are the terms and conditions referred to in Wesco Anixter’s Customer Setup Form (**Form**) as governing Wesco Anixter’s provision of credit to the Applicant named in the Form:

Applicant agrees that (i) the Form together with these terms and conditions shall constitute the agreement between the Applicant and Wesco Anixter governing the provision of credit upon Wesco Anixter’s subsequent acceptance by any means, whether written or oral, of Applicant’s request for credit, (ii) all sales of goods, software or services to Applicant will be governed by Wesco Anixter’s standard terms and conditions of sale at [www.anixter.com/termsandconditions](http://www.anixter.com/termsandconditions) (Terms and Conditions of Sale - Japan) to the exclusion of all other terms and conditions, which may be updated from time to time by Wesco Anixter by posting updated terms and conditions relevant to the location of supply, (iii) Wesco Anixter’s ongoing provision of credit for the supply of goods and services shall constitute fair and sufficient consideration in exchange for the applicability of such standard terms and conditions of sale, (iv) each quotation from Wesco Anixter is a firm offer to sell and the issue of any purchase order by Applicant is acceptance of the offer. Any variance to the terms of sale will be effective only if agreed to in writing by Wesco Anixter prior to the time of sale.

Applicant acknowledges and agrees that Wesco Anixter may and is authorised to (i) obtain any information concerning Applicant's creditworthiness from any source, including but not limited to, from any credit reporting or granting institutions, banks and trade references listed in the Form, and (ii) release information to credit reporting and granting institutions regarding Wesco Anixter’s credit experience with Applicant. Any references to granted amount of credit in the Form will not be deemed a limitation of Applicant's liability. Applicant hereby waives any and all claims against, and fully releases from liability, Wesco Anixter with respect to its inquiries or reporting about Applicant's creditworthiness.

Unless otherwise agreed in writing by Wesco Anixter, Applicant agrees and acknowledges that terms of payment shall be net 30 days and that past due balances are subject to service charges at the rate of 1½ percent per month; provided, however, that such terms may change based upon revisions to Wesco Anixter’s standard terms and conditions of sale as the same may be in effect from time to time and that the undersigned will be liable for all collection costs incurred by Wesco Anixter, including without limitation, attorney’s and collection agency fees and the related disbursements. Wesco Anixter reserves the right to convert any payment into electronic funds at their discretion.

Upon Wesco Anixter’s request at any time, Applicant shall provide to Wesco Anixter, within ten business days, Applicant’s most current regularly prepared financial statements, including, without limitation, a full and complete statement of Applicant’s assets and liabilities.

The validity, interpretation and performance of this agreement and any dispute arising under, pursuant to or in connection with the execution, performance or termination hereof will be governed by and construed in accordance with the laws of Japan, without reference to any conflicts of law principles and excluding the United Nations Convention on Contracts for International Sale of Goods. Any issue, dispute or controversy between the parties that cannot be commercially resolved by the parties, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration

Centre (“SIAC”) in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause and the parties hereby submit to the exclusive jurisdiction of SIAC. Arbitration proceedings shall be conducted before a sole arbitrator to be mutually appointed by the parties. The seat of arbitration shall be Singapore. The language to be used in the arbitration shall be English.

Wesco Anixter may modify the credit agreement comprised of the Form and these terms and conditions upon reasonable written notice to Applicant from time to time.