

PURCHASING TERMS AND CONDITIONS

A These Terms and Conditions apply to the supply of Goods and/or Services from Supplier to Minova (collectively, the "**Parties**"), each as identified in the Contract and/or Purchase Order which attaches or references these Terms and Conditions (collectively, the "**Agreement**"). Any terms or conditions proposed by Supplier including those contained in any Supplier quotation, invoice, acceptance, or acknowledgement of order or other instrument, are deemed rejected by Minova and shall not be binding unless it is in writing, signed by an authorized representative of Minova and is specifically described as an amendment or modification of this Agreement.

1. **Goods and Services.** Supplier shall supply, and Minova shall purchase, the Goods and/or Services in accordance with this Agreement. Minova will not be responsible for any order not supported by a valid Purchase Order. The Purchase Order number must be quoted on all invoices, delivery dockets and parcels.
2. **Nature of Agreement.** This Agreement is not exclusive. Minova may procure the same or similar Goods and/or Services from other suppliers. Minova is not required to order or purchase a minimum quantity or value of the Goods and/or Services from Supplier, and any estimates, forecasts, or indications of future demand for the Goods and/or Services provided by Minova are made without commitment or prejudice.
3. **Subcontracting.** The use of any sub-contractors must be pre-approved by Minova, and the approval may not be unreasonably withheld. If Supplier subcontracts all or any part of the Services, Supplier remains liable for the subcontractor's acts and omissions as if that subcontractor was the Supplier and Supplier must conduct due diligence and ensure the subcontractor complies with the Supplier's obligations under clauses 16 and 17 of this Agreement.
4. **Quality.** Supplier warrants to Minova that all Goods supplied to Minova under this Agreement will: (i) be new; (ii) comply with any specifications stated in the Purchase Order or provided to Minova by the Supplier in writing; (iii) be free of defects and deficiencies in materials, workmanship, performance and design at the time of delivery and for a period of twelve (12) months afterwards; (iv) be transferred to Minova with good title and free from all liens and encumbrances; and (v) comply with all Laws (meaning applicable laws, statutory codes and industry regulations and Applicable Trade Controls Laws). If it is agreed Supplier will mark Goods with any Minova branding, the branding must comply with Minova's trademark and copyright standards.
5. **Taxes.** Each party is responsible for the payment of all taxes, assessments and governmental charges or levies applicable to it under Law. If the Law provides that any sales tax, goods and services tax, or other form of value-added tax (VAT) is payable by Minova to the Supplier, Supplier must specify the VAT separately, ensure the invoice is in the form prescribed by Law, and provide Minova with any other documentation required by Law in connection with the VAT.
6. **Delivery.** Supplier must deliver the Goods and/or provide the Services at the time and place specified in the Purchase Order and must appropriately package and label the Goods in compliance with all Laws, and to avoid damage in loading, unloading and transit. If Supplier is unable to deliver the Goods and/or Services by the date specified in the Purchase Order, Supplier must provide immediate written notice detailing: (i) the reasons for the failure; (ii) the earliest possible date of delivery; and (iii) any options available to minimize the overall delay, including Supplier sourcing Goods and/or Services from an alternative source or procuring alternative or faster transport for the Goods and/or Services. Upon such notice, Minova may at its discretion: (a) accept the new expected date of delivery specified in Supplier's notice; (b) direct Supplier to implement any alternative option specified in Supplier's notice, or (c) refuse to accept delivery of the Goods and/or Services, in which case Supplier shall be in material breach of this Agreement. Any acceptance by Minova of option (a) or (b) is on the condition that Supplier meets the new agreed delivery date, and that any additional costs and expenses incurred will be borne by Supplier.
7. **Title and Risk.** Unless otherwise agreed in writing, title in the Goods, and risk of loss or damage to the Goods, will pass from Supplier to Minova upon delivery of the Goods and/or Services to the place stated in the Purchase Order. Passing of title and risk does not limit Minova's rights and remedies under this Agreement in respect of any delivered Goods and/or Services which are defective or otherwise fail to conform to the Agreement.
8. **Inspection.** Minova may inspect any work relating to the Goods and/or Services at any stage of production, engineering, manufacture, installation or prior to their dispatch, including where the work is sub-contracted by Supplier. Supplier must at Minova's direction cease and reperform at its expense any work that is not being performed in conformity with this Agreement.
9. **Payment.** Subject to the proper supply of the Goods and/or Services, Minova will pay to Supplier the amounts specified in the Purchase Order (the "**Price**"), which is the only consideration Supplier is entitled to under this Agreement. Unless otherwise agreed in writing: (i) Minova will pay any correctly issued invoice within sixty-two (62) days of the end of the calendar month in which the invoice was provided, and (ii) payment shall be by electronic transfer in the currency specified in the Purchase Order.
10. **Insurance.** To the extent no specific limits are agreed with Minova in writing: (i) a product liability policy to a value reasonably adequate to cover liabilities that may arise in connection with the Goods and/or Services; (ii) a public liability insurance reasonably adequate to cover liabilities that may arise from any one originating cause in respect of any property damage, bodily injury or death to any person; and (iii) workers' compensation insurance in a form prescribed or approved under any workers' compensation legislation applicable to Supplier.
11. **Indemnification.** To the fullest extent permitted by law, and notwithstanding the limits of any insurance provided or maintained by the Supplier or any other obligation of Supplier contained in the Agreement, the Supplier shall indemnify and hold harmless Minova and its officers, directors, employees, trustees, board members, agents and representatives (each an "**Indemnified Party**" and collectively the "**Indemnified Parties**") from and against all claims, losses actions, liabilities, damages and costs (including, but not limited to, attorneys fees) of every nature arising out of or resulting from the Goods and/or Services, or any intentional, reckless, or negligent acts or omissions

of Supplier, its employees or agents or anyone directly or indirectly employed by the Supplier. The indemnification obligations under this clause 11 shall not be limited by a limitation on amount or type of damages.

12. **Remedies.** The Parties acknowledge and agree that the terms set forth in this Agreement are reasonable and necessary for the protection of the Parties' business interests, that irreparable injury may result if they are breached, and that in the event of any actual or potential breach of any such covenant, that the nonbreaching Party may have no adequate remedy at law and shall be entitled to seek injunctive and/or other equitable relief as may be deemed proper by a court of competent jurisdiction. The Parties will have remedies available at law, contract and equity and nothing herein shall be construed as prohibiting any Party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of monetary damages.
13. **Records and Audit.** The Supplier will maintain accurate and reasonably detailed records in connection with this Agreement and will, upon request, permit Minova to audit, examine and inspect any books, financial records, property or location under the control of the Supplier or any Subcontractor as necessary for the verification of compliance with clauses 16 and 17, except to the extent prohibited under applicable competition or anti-trust laws.
14. **Professionalism.** In performing Services, Supplier must (and must ensure its representatives): (i) conduct themselves in a professional and competent manner; (ii) act in accordance with all reasonable instructions and site rules of Minova and its Affiliates (meaning any companies controlled by, controlling or under common control with Minova); and (iii) comply with all Laws. If Supplier subcontracts all or any part of the Services, Supplier remains liable for the subcontractor's acts and omissions as if that subcontractor was the Supplier and Supplier must conduct due diligence and ensure the subcontractor complies with the Supplier's obligations under clauses 16 and 17.
15. **Confidential Information** means any data or information, whether disclosed in oral, written, graphic or machine-readable form that is (a) competitively or business sensitive material, and not generally known to the public, including but not limited to products, marketing and sales plans and estimates, finance, operations, prices, customer relationships or product and business performance results; or (b) any scientific or technical information, design, process, procedure, formula, object code, source code, invention, know how or improvement that is commercially valuable and secret, including but not limited to trade secrets; or (c) confidential or proprietary ideas, concepts, documents, reports, data, specifications, computer software, charts and databases; or (d) drafts of agreements between the parties and discussions involving the parties' potential business relationship. Confidential Information shall not include information which (i) is in the possession or control of the receiving party at the time of its disclosure by the disclosing party; (ii) is, or becomes, publicly known through no wrongful act of the receiving party; or (iii) is received by the receiving party from a third party free to disclose it without obligation to the disclosing party; or (iv) is independently developed by the Receiving Party without access to or use of the disclosing party's Confidential Information. A receiving party shall use Confidential Information solely for the purpose of performance of an Agreement between the Parties.
16. **Documentation and Trade Controls.** Supplier shall provide Minova with all documents that are part of the delivery (where relevant, manuals, maintenance schedules, drawings, dimension and data sheet, spare parts lists, etc.) in electronic form at least in the language of Minova's domicile and English. The Supplier shall comply with its national and/or Australian, Canadian, EU, UK, U.S. export and customs regulations as well as the export and customs regulations of the country of origin of the products and inform Minova of any license requirements under such jurisdictions. For this purpose, Supplier shall provide the following information in written form:
 - a. the export list number if applicable;
 - b. for U.S. products the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR);
 - c. the country of origin of supplied products and its parts/components, including technology and software;
 - d. whether the products were transported through the USA, made and stored in the USA or manufactured using U.S. technology;
 - e. the statistical commodity code (HS/HTS code) of supplied products
17. **Integrity Clause.** Minova's Supplier Code of Conduct (the "**Code**") sets out the minimum standards and practices that Minova requires of its Suppliers, and is applicable to, and forms an integral part of this Agreement. The Code applies to all Suppliers that supply Minova with Goods and/or Services, including their respective sub-suppliers and sub-contractors. At all times during the term of this Agreement, Supplier will comply with the Code, as amended by Minova from time to time, available at <https://www.minovaglobal.com/americas/suppliers>. Any such amendment shall not affect the applicability of the Code referred to therein. The Supplier hereby represents and warrants that all Goods and/or Services, components, raw materials supplied under this Agreement:
 - a. do not originate from, nor contain any materials or components sourced from, the Xinjiang Uyghur Autonomous Region of China;
 - b. are produced and/or mined in full compliance with all applicable international, national, and local laws, regulations, and sanctions prohibiting the use of forced labor, including but not limited to the United States UFLPA, the UK Modern Slavery Act, and relevant European Union or local regulations.

Minova and the Supplier agree to take all necessary measures to prevent corruption. The Supplier shall ensure, through organizational measures and instruction of his staff, that in the business relationship with Minova neither he nor his employees and sub-suppliers:

- a. commit any offences;
- b. demand or accept any personal gifts or other benefits that are intended to influence the decision of an employee or officer;
- c. offer Purchaser employees any gifts or other benefits that are intended to influence the decision of such employees; and
- d. incite third parties to commit the above-mentioned acts or to assist them in doing so.

The Supplier undertakes to comply with the relevant legal provisions for dealing with employees, environmental protection and industrial safety, and to work towards reducing adverse effects of its activities on human health and the environment. Furthermore, Supplier hereby commits to upholding all the Principles of the United Nation (UN) Global Compact, specifically with regard to anti-bribery and all forms of forced labor.

18. **Privacy.** Supplier must comply with any privacy laws applicable to the Parties in performing this Agreement. If Minova provides any personal data to the Supplier in connection with this Agreement, the Supplier must keep that data confidential and comply with Minova directions concerning the maintenance of and access to that data. The Supplier must not provide any personal data to Minova in connection with this Agreement unless it has obtained the consent of the data subjects and notified them of Minova Statement at <https://www.minovaglobal.com/americas/privacy-policy>.
19. **Intellectual Property.** Supplier shall defend and hold Minova harmless against claims of infringement of intellectual property rights existing in the respective jurisdiction of the Agreement, including patents and trademarks of third parties, provided such claims are based exclusively on infringement by products designed and manufactured by Supplier and not based on the use of the products in combination with products manufactured by others. Supplier must be notified in writing and must be authorized to defend such claims or, alternatively, at its own discretion to obtain a license for Minova or substitute a non-infringing equivalent product. Minova shall hold Supplier harmless against and immediately notify Supplier of claims of infringement of intellectual property rights, including patents and trademarks, relating to drawings, calculations, descriptions, or instructions provided by Minova. Any Minova documentation provided to Supplier shall remain Minova's property, and any information derived therefrom shall be kept confidential.
20. **Force Majeure** means any of the following, provided its impact is not limited to the party claiming Force Majeure: (i) an act of God; (ii) lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave, landslide; (iii) strikes, lockouts, industrial or labor disputes or difficulties; (iv) war whether declared or undeclared, revolution or act of public enemies, sabotage, riots, insurrections, civil commotion or epidemics; and (v) power or water shortages. If a party is prevented in whole or in part from carrying out its obligations under this Agreement as a result of Force Majeure, it must immediately notify the other party, specifying: (a) the Force Majeure; (b) the obligations it cannot perform as a result; and (c) the estimated duration the Force Majeure will continue. Following this notice, and while the Force Majeure continues, the obligations that cannot be performed due to the Force Majeure will be suspended. The party prevented from carrying out its obligations due to Force Majeure must resume performance of its obligations as soon as reasonably possible and take all reasonable action to mitigate any loss suffered by the other party. If the Force Majeure lasts, or is reasonably expected to last, more than thirty (30) days, then the non-declaring party may immediately terminate the Agreement by notice in writing.
21. **Termination.** Minova has the right to cancel or terminate any Contract or Order, in whole or in part, without liability to Supplier if: (i) the Goods or Services furnished do not conform to Minova's specification or requirements; (ii) Supplier fails to make deliveries within the time specified in the Order; (iii) Supplier breaches any other term or condition of this Contract or takes or fails to take action that, in Minova's sole discretion, creates a reasonable possibility that Supplier will not timely fulfill its obligations under this Contract or any Order and does not correct such breach, failure or action, within fifteen (15) days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of written notice from Minova specifying such breach, action, or failure; (iv) any representation by Supplier proves to have been false or misleading in any material respect; or (v) Supplier is insolvent, a petition is filed for reorganization of Supplier or for its adjudication as a bankrupt, Supplier makes an assignment for the benefit of creditors, a receiver or trustee is appointed for any of Supplier's assets, or any other type of insolvency proceeding or formal or informal proceeding for the dissolution, liquidation or winding up of affairs of Supplier is commenced; (vi) the Supplier breaches any of its obligations under clause 17.
22. **Effect of Termination.** Termination of this Agreement will not relieve Supplier from any liability which has accrued up to and including the date of termination, or for any previous breach of the covenants and obligations under this Agreement. Clauses 4, 12, 15, 19, 22, and 23 survive termination of this Agreement.
23. **Governing Law.** This Agreement is governed by the substantive laws at Minova's legal venue without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply.
24. **Dispute Resolution.** Any dispute arising from or in connection with the contractual relationship shall be referred to and settled by the courts having jurisdiction over the legal venue of Minova. Minova shall also be entitled to take legal action at the Supplier's legal venue or any other legally permissible place of jurisdiction.
25. **General.** (i) This Agreement is the entire agreement between the parties in connection with the supply of the Goods and/or Services; (ii) this Agreement can only be varied in writing signed by both parties; (iii) any specifically agreed commercial and technical terms set out in the Purchase Order will prevail over these Terms and Conditions; (iv) rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement; (v) if the whole or any part of a provision of this Agreement is void, unenforceable or illegal, it shall be considered severed; (vi) there are no third party beneficiaries to this Agreement, and any law which would otherwise create such a position is expressly excluded to the full extent permissible; (vii) the Supplier must not represent itself as an agent of Minova and (viii) Minova may assign its rights to an Affiliate on written notice.