

## Purchase Order Terms and Conditions

These terms and conditions govern the supply of Goods and Services by Ecotech Pty Ltd (ABN 32 005 752 081) (“**Buyer**”) to the entity identified in the purchase order as the supplier (“**Seller**”).

1. **Acceptance of Agreement:** These Purchase Order Terms and Conditions, the purchase order(s), the product supply agreement (if any), and any exhibits and/or schedules attached to such documents constitute the entire agreement (the “**Agreement**”) between the parties and supersede all prior negotiations and communications. By providing an acknowledgment of or delivery under Buyer’s purchase order for goods, materials, tooling, supplies, services and/or work, as described on the purchase order (collectively, “**Goods**”), Seller is deemed to have accepted this Agreement. Buyer and its “**Affiliates**”, defined as those entities that control, are controlled by, or are under common control with Buyer, may purchase Goods under this Agreement.
2. **Delivery:** Deliveries must be made in the quantities and at the time specified on the purchase order. Buyer has no liability for payment for Goods which are not in accordance with the purchase order, Goods which are delivered to Buyer that are in excess of the specified quantities or Goods which are delivered outside the required delivery dates. All settlements will be based on Buyer’s weights or counts. Time is of the essence for Seller’s performance of all of its obligations under this Agreement including delivery. If at any time the Seller has reason to believe that deliveries will not be made as scheduled, Seller will immediately notify Buyer of the cause and expected duration of the anticipated delay.
3. **Shipping:** Unless the purchase order states otherwise, Seller will ship all Goods FCA Port of Departure (Incoterms® 2020). Title in the Goods transfers to the Buyer upon receipt at destination. Seller must pack, mark and ship all Goods in strict accordance with the Buyer’s requirements and in a manner suitable to ensure the safe transit of the Goods. Seller will comply with all export regulations of the country of manufacture and all regulations of the customs agency or department of the importing country. All packing slips, invoices and/or bills of lading must display the purchase order number and shipper’s package numbers. All original bills of lading or express receipts must be immediately sent to Buyer upon shipment. Buyer reserves the right to reject any C.O.D. shipments, goods sent on a sight draft basis and those not accompanied by appropriate documentation. Seller will comply with the ship by date and need by date as stipulated on the purchase order, with limited exception for events out of Seller’s control provided that the Seller takes all reasonable steps to reduce or mitigate the impact of such events. Seller will manufacture, package, and ship by the stated ship by date as mentioned on the purchase order. Seller will use such freight carriers as directed by Buyer. Seller will deliver the Products according to the timelines and distribution procedures identified in the applicable purchase order. In the event of any late delivery by Seller, Seller will, at Buyer’s sole discretion, pay for expedited shipment of the delayed portion of the purchase order.
4. **Payment, Invoices and Taxes:** Unless the Agreement states otherwise, (a) Buyer agrees to pay for the Goods within 90 days following the date that a correct and valid invoice for the Goods is received by Buyer, or within 90 days following the end of the calendar month in which a correct and valid invoice is received if Seller elects to participate in Company’s Buyer Initiated Payments (BIP) payment program, and (b) Buyer will apply a 1.5% discount to all invoices that are paid within 30 days following the end of the calendar month in which a correct and valid invoice for the Goods is received by Buyer. Invoices may not be dated prior to the shipping date. Seller will include the purchase order number on all invoices. Seller’s price includes all sovereign, state and local sales, use, excise, value added, privilege, payroll, occupational and any other taxes, fees, or duties applicable to the Goods. All taxes will be separately stated on the invoice, and to the extent the invoice includes both taxable and non-taxable amounts, any taxable amounts shall be separately stated on the invoice. Seller shall ensure that if any value-added or similar tax is applicable, that it is invoiced in accordance with the applicable rules to allow Buyer to reclaim that value-added or similar tax from the appropriate government authority. Neither party is responsible for taxes on the other party’s income. If Buyer is required by government regulation to withhold taxes for which Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller’s name. If Seller is exempt from such withholding taxes as a result of a tax treaty or other regime, Seller shall provide to Buyer a valid tax treaty residency certificate or other tax exemption certificate a minimum of 30 days prior to payment being due. Without prejudice to any other right or remedy, Buyer reserves the right to set-off or deduct any amount owing at any time from Seller against any amount payable by Buyer to Seller under this Agreement.
5. **SECURITY.** Unless expressly agreed in writing by Buyer, Buyer is under no obligation to provide security for the performance of its obligations under this agreement. If Buyer expressly agrees to provide security the form of the

security is at the Buyer's discretion either a bank guarantee, letter of credit or other security reasonably accepted in the industry; the amount of the security will not exceed 5% of the total price of the Goods; and the security will be returned to Buyer once the Goods have been paid for unless agreed otherwise. The Seller may only access the security if there is an amount due and payable by the Buyer to the Seller under this agreement which is outstanding and 30 days written notice has been provided to the Buyer of the intention to access the security.

6. **Warranties:** Seller warrants that the Goods: conform to all applicable laws and standards, specifications and drawings; are merchantable; are fit for the particular purpose for which such Goods are to be employed; are free from defects in materials and workmanship; and conform to any other express warranties Seller has made to Buyer. If Seller is responsible for the design of the Goods, Seller warrants that they will be suitable for use by Buyer, including installation by Buyer in its ultimate products. Buyer's written approval of designs furnished by Seller will not relieve Seller of its obligations under this warranty and Seller waives all defences of lack of reliance. Seller is liable for all damages suffered by Buyer and damages Buyer is liable for to any third party as a result of any breach of these warranties. The foregoing warranties are in addition to any other warranties customarily made by Seller and any implied warranties available by law.
7. **Quality Control:** Seller must meet the requirements of IATF 16949, ISO9001, all provisions of Buyer's Supplier Requirements Manual, Supplier Code of Conduct, and Buyer's quality and other specifications stated on the purchase order for Goods. Seller agrees to provide and maintain inspection and quality control systems covering the Goods that are acceptable to Buyer. Buyer and Seller agree to maintain records of all inspection work and make them available to the other party upon request. Goods which do not conform to the purchase order ("**Nonconforming Goods**") and Goods which do not meet warranty requirements or are otherwise defective ("**Defective Goods**") will be returned for credit to Seller at the Seller's expense and risk. Any costs incurred by Buyer due to Goods not complying with this agreement will be charged back to the Seller. Payment for Goods does not constitute Buyer's acceptance thereof, nor will acceptance be deemed a waiver of Seller's liability for defects or nonconformance.
8. **Intellectual Property:** Buyer shall own, all rights in ideas, discoveries, inventions, original works of authorship, strategies, plans and data created in or resulting from Seller's performance under any Buyer purchase order, including all patent rights, copyrights, moral rights, rights in proprietary information and trade secrets, database rights, trademark rights, mask works and other intellectual property rights which immediately vest in the Buyer on creation. All such intellectual property that is protectable by copyright will be considered work(s) made for hire for Buyer or will give Buyer "first owner" status related to the work(s) under local copyright law where the work(s) are created. Seller agrees to disclose all such intellectual property promptly to Buyer upon creation. If by operation of law any of such intellectual property is not vested in its entirety in Buyer automatically upon creation, then Seller agrees to transfer and assign to Buyer, and hereby transfers and assigns to Buyer, the entire right, title and interest throughout the world to such intellectual property.
9. **Confidential Information:** Seller understands that Buyer considers all information delivered to Seller by Buyer, in any form, to be confidential and proprietary ("**Confidential Information**"). All Confidential Information, including intellectual property, remains the property of Buyer, and must be returned to Buyer (or destroyed with written confirmation of such destruction) promptly upon Buyer's request. Seller agrees to maintain the confidentiality of such information indefinitely unless such information: (a) is or becomes public knowledge other than through the unauthorized disclosure by Seller; (b) is received legally without restriction on disclosure from a third party who has the right to make such disclosure; or (c) is required to be disclosed to comply with law or a judicial order or decree. Confidential Information may only be used by those employees of Seller who have a need to receive it in order to fulfill Seller's obligations under this Agreement. Seller is prohibited from filing a patent application or asserting any other intellectual property right based on Confidential Information. Seller is responsible for any disclosure of Confidential Information by its employees.
10. **Cancellation:** Buyer reserves the right to cancel all or any part of a purchase order without payment or further liability if Seller breaches any of the terms of this Agreement, or if, in Buyer's reasonable discretion Buyer determines that timely delivery in accordance with the purchase order is endangered. Buyer reserves the right to cancel all or any part of a purchase order for convenience upon written notice to Seller. When cancellation is for convenience, Buyer will pay Seller's verified claims for: (a) previously delivered unpaid Goods conforming to the purchase order; (b) any outstanding balance on Buyer's Property; (c) undelivered finished Goods conforming to the purchase order

and produced in accordance with Buyer's delivery or release schedules; and (d) actual costs incurred for work-in-progress and raw materials ordered in accordance with Buyer's delivery or release schedules which Seller cannot use to produce goods for itself or other customers provided that title to any materials or Goods which the Buyer pays for under this clause is at the request of Buyer, transferred to the Buyer. Payment under this paragraph is conditional upon Buyer's receipt of (i) all verified Seller documentation within 30 days of the cancellation, (ii) the finished and unfinished Goods, (iii) Buyer's Property and (iv) work-in-process and raw materials. Any cancellation of this Agreement does not excuse Seller from its performance of any obligations that accrued prior to such cancellation.

11. **Buyer's Property:** Any property, including but not limited to equipment, tools, fixtures, dies, jigs, patterns, gauges or materials, furnished either directly or indirectly by Buyer to Seller in connection with this Agreement, or which Buyer buys from, or gives reimbursement to, Seller in whole or in part (collectively, "**Buyer's Property**") is the sole property of Buyer and will be held by Seller on a bailment basis. Seller agrees that Buyer has the right, at any time, to retake possession of Buyer's Property. While in Seller's custody or control, Seller bears the risk of loss, theft and damage to Buyer's Property. Seller agrees to keep Buyer's Property free from all liens and encumbrances and insure Buyer's Property against loss or destruction. Seller must permanently mark all Buyer's Property as "Property of Buyer". Seller will: (a) use Buyer's Property only for the performance of this Agreement, (b) not deem Buyer's Property to be personal, (c) not move Buyer's Property from the address designated on the purchase order without prior written approval from Buyer, and (d) not sell, transfer or otherwise dispose of Buyer's Property without the prior written consent of Buyer. Buyer has the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's related records.
12. **Production Equipment:** Seller at its own expense must furnish, keep in good condition and replace when necessary, all equipment, dies, tools, gauges, jigs, fixtures, patterns or other items necessary for the production of the Goods (the "**Production Equipment**"). Buyer reserves the right to take possession of and title to any Production Equipment that is special for the production of the Goods, unless the Goods are standard products of Seller, or if substantial quantities of like Goods are being sold by Seller to others.
13. **Change in Specifications:** Buyer reserves the right to make changes in the design and specifications for any Goods. The difference in price or time for performance resulting from such changes will be equitably adjusted and the purchase order will be amended accordingly.
14. **Indemnity:** Seller will indemnify, defend and hold Buyer and its Affiliates, and such entities' officers, directors, employees and customers (collectively "**Indemnified Parties**") harmless from any and all demands, claims (including claims for bodily injury and/or death), damages, actions, judgments, fines, penalties, losses, expenses, costs (including reasonable attorney fees and court costs) and fees (including import and export customs fees) which may be suffered by or asserted against any one or more of the Indemnified Parties or for which any one or more of the Indemnified Parties might become liable as a result of: (a) any negligent or wilful act or omission of Seller, its employees, agents or subcontractors; (b) Seller's performance or non-performance under this Agreement; (c) Defective Goods; (d) Seller's failure to affix required safety warnings to the Goods or to provide adequate use instructions; (e) the Indemnified Parties' use of the Goods; and (f) actual or alleged infringement of, or inducement to infringe, any patent, trademark, copyright, mask work or other intellectual property right by reason of the manufacture, use, offer for sale, sale or importation of the Goods. This paragraph does not obligate Seller to indemnify the Indemnified Parties for injuries or damages caused solely by the negligence of the Indemnified Party.
15. **Insurance:** Seller represents that it has the following insurance policies in effect: (a) commercial general liability and product liability insurance, with carriers acceptable to Buyer, in a minimum amount of two million dollars (A\$2,000,000) per occurrence per year with a minimum aggregate amount per year of five million dollars (A\$5,000,000); and (b) workers compensation insurance or other similar compensation insurance in the amounts required by law. Seller's purchase of any insurance coverage or furnishing of the certificates does not in any manner limit Seller's liability hereunder or in any way modify Seller's obligations to Buyer or any of the Indemnified Parties. Seller shall provide Buyer with certificates of insurance that (x) indicate that the policies shall not change or terminate without at least 30 days prior written notice to Buyer, (y) name Buyer as an additional named insured on the commercial general liability and product liability policies and (z) indicate that the insurer waives all subrogation rights against Buyer.

16. **Remedies:** Seller will pay or reimburse to Buyer all damages, losses, expenses, out of pocket costs, penalties and administrative costs and any other charges which Buyer incurs arising from or in connection with: (a) any Nonconforming or Defective Goods; (b) any product which incorporates any Nonconforming or Defective Goods which Buyer sells to any customer, including repair and replacement of any incorporating product; (c) Seller's inability to meet delivery schedules or requirements; and (d) Seller's failure to comply with each and every term of this Agreement. Upon request from Buyer, Seller will assign any warranty or indemnity rights that Seller's has in place with Seller's suppliers and/or manufacturers. The remedies provided in this Agreement are cumulative and additional to any remedies provided at law or in equity.
17. **On-Site Services:** While working on Buyer's premises, Seller's workers will adhere to all of Buyer's company policies, rules and safety regulations, and Seller will cause Seller's workers to sign whatever forms are required by Buyer for confidentiality, security and administrative reasons. If approved in writing in advance by Buyer in connection with any services, Buyer will reimburse Seller for actual and reasonable expenses incurred (without mark-up) by Seller directly in connection with Seller's performance of the services.
18. **Compliance with Laws:** Seller represents and warrants that it is in compliance, and that all Goods are in compliance with, all Applicable Laws. The term "Applicable Laws" includes laws related to labour and employment (including wage and child labour laws), worker safety, data privacy, consumer protection, environmental protection, business operations, licensing, and authorization, zoning, import/export, shipment, non-discrimination and anti-corruption laws. Upon request, Seller agrees to supply Buyer with proof of such compliance in such form as may be required by any Applicable Law and as Buyer may deem necessary.
19. **Environmental Compliance:** Without limiting its obligations under Section 18, Seller will conduct its operations in an environmentally responsible manner and in adherence to all applicable national, regional, state and local laws, regulations and standards in the (i) manufacture or provisioning of Goods, (ii) the shipping and distribution of Goods and (iii) the configuration or content of Goods for the intended use. Without limiting the foregoing, Seller will comply with all applicable laws and regulations of any country or jurisdiction in the world which prohibits or restricts specific chemical substances to ensure the restriction does not prevent the sale or transport of the Goods and that all such Goods are appropriately labelled and have been pre-registered and/or authorized under EU Registration Evaluation, Authorization and Restriction of Chemicals regulation ("REACH") or similar regulations if required.
20. **Conflicts Minerals:** Without limiting its obligations under Section 18, Seller will have a policy and exercise due diligence to reasonably assure that the tantalum, tin, tungsten, gold and other mineral identified as conflict minerals in the Goods they manufacture, or supply do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or any adjoining country.
21. **Supply Chain Security:** If the Goods are delivered across international borders, Seller agrees to be compliant and maintain compliance with the guidelines of the applicable supply chain security programs of the importing country. Seller further agrees to provide, or participate in the reporting of, logistics milestones per the requirements of the Buyer.
22. **Privacy Notice:** Buyer, acting as controller, collects certain personal data regarding Seller, its employees and its representatives as required for the purposes described below, including name, title, email address, phone number and mailing address ("**Personal Data**"). Such Personal Data will need to be provided in order for Buyer to be able to manage Seller's supply of Goods to Buyer. Buyer may share Personal Data with its affiliates around the world. Buyer and its affiliates will collect and use Personal Data in accordance with applicable privacy and data protection laws, solely to communicate with Seller regarding pending and potential supply activities, for supplier management purposes and other legitimate business purposes concerning Buyer's and Seller's business relationship. Personal Data may be transferred to Buyer's global headquarters in the United States and may be shared with Buyer's affiliates in the United States and other locations where Buyer has offices. Personal Data may also be shared with third party suppliers of Buyer and its affiliates (including hosting service providers) who will process the Personal Data on Buyer's and its affiliates' behalf and may be located in the United States or elsewhere. Seller will inform its employees and representatives of the information set out in this clause. SELLER CONSENTS AND WILL SECURE THE CONSENT OF ITS EMPLOYEES AND REPRESENTATIVES, TO THE TRANSFER TO AND PROCESSING OF ANY PERSONAL DATA TO BUYER AND ITS AFFILIATES WHETHER LOCATED IN THE UNITED STATES OR ANY OTHER COUNTRIES FOR THE PURPOSES DESCRIBED IN THIS PARAGRAPH OR FOR ANY OTHER PURPOSE TO WHICH BUYER CONSENTS. Seller will indemnify, defend and hold harmless Buyer and its affiliates from and against any claim arising out of or in

connection with Seller's failure to comply with this clause or any privacy and data protection laws applicable to Seller.

23. **Buyer's Liabilities:** In no event will Buyer's liability for any breach, alleged breach or cancellation of this Agreement exceed the total price shown on the applicable purchase order, nor will Buyer be liable for any punitive, special, indirect, incidental or consequential damages resulting from any such breach, alleged breach or cancellation.
24. **Advertising:** Seller may not advertise or publish in any manner the existence or terms of this Agreement, the relationship between the parties or materials associated with the Buyer without first obtaining the written consent of Buyer.
25. **Force Majeure:** Neither Party will be considered in default of performance under this purchase order or any agreement to the extent that performance of such obligation is delayed or prevented by fire, flood, earthquake or natural disasters, riot, war, terrorism, civil strife, pandemics, epidemics or other public health emergency/ies, governmental regulations, or any other event beyond a Party's reasonable control and occurs without the applicable Party's fault or negligence (a "**Force Majeure Event**"). Material shortages or other supply chain issues are not considered a Force Majeure Event. As soon as possible, but not later than one (1) day after the determination that a Force Majeure Event will cause a delay in the supply of goods or services, Seller will provide written notice to Buyer describing any anticipated delays in its performance due to the Force Majeure Event and advising Buyer of the anticipated duration of the delay, actions Seller is taking to mitigate the delay, and the time that the delay will be cured. During the delay or failure to perform by Seller, Buyer may at its option (i) purchase goods and/or services from other sources and reduce its releases or quantities set forth in the purchase order to Supplier by such quantities, without liability to Seller; (ii) require Seller to deliver to Buyer all or any portion of the finished goods and/or services, work-in-process and/or parts and materials produced or acquired for work under the purchase order; or (iii) require Seller to provide goods and/or services of equal quality from other sources in quantities and at a time requested by Buyer and at the prices set forth in the purchase order. If, upon the request of Buyer, Seller fails to provide adequate assurance that any delay will not exceed thirty (30) days, or if any delay lasts longer than thirty (30) days, Buyer may terminate any purchase order, or agreement, in whole or in part, without liability and Seller will reimburse Buyer for costs associated with the termination. Seller will use all diligent efforts to ensure that the effects of any such Force Majeure Event are minimized and, as promptly as possible, resume full performance. If Seller's delay or default is caused by a delay or default of a subcontractor or sub-supplier, such delay or default will be excused only if it arose out of a Force Majeure Event and was beyond the control of both Seller and the subcontractor or sub-supplier and without the fault or negligence of either, and the goods and/or services were not obtainable from other sources in sufficient time to meet the required delivery or performance schedule. Buyer will not be liable for failure to accept any part of the goods and/or services purchased hereunder if such failure is the result of any cause beyond the control of Buyer including without limitation, fires, floods, acts of God, strikes, differences with employees, casualties, delays in transportation, inability to obtain necessary materials, utility services for machinery, or total or partial shutdown of Buyer's facilities for any cause. In the event of a shortage or other constraint on Seller's ability to meet demand for Goods (e.g., facility shutdown, transportation problems, etc.), Seller agrees to allocate Seller's total available supply of Goods among Buyer and Seller's other customers on a fair and equitable basis.
26. **Assignment:** Seller may not assign this Agreement, in whole or in part, without Buyer's prior written consent. Buyer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.
27. **Independent Contractor Relationship:** Each party is acting as an independent contractor to the other, and neither party is entitled to unemployment insurance benefits under this Agreement. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.
28. **Survival:** In addition to any other term whose context may so require, the terms contained in sections 5, 6, 7, 8, 9, 10, 10, 12, 15, 21, 26, 27, 28, 29, and 30 will survive any cancellation of a purchase order or termination of this Agreement.
29. **Severability:** If any provision of this Agreement or any purchase order is held by an arbitrator or a court of competent jurisdiction to be unenforceable, such provision shall be changed and interpreted to accomplish the objectives of



such provision to the greatest extent possible under Applicable Law and the remaining provisions of this Agreement shall continue in full force and effect.

- 30. Interpretation of Agreement:** Except as otherwise provided in this Agreement, this Agreement may only be modified or cancelled in a written document signed by authorized representatives of both parties. The terms of this Agreement control over any terms in any Seller acknowledgment, invoice, proposal, quote, time card or other document issued in the performance of this Agreement. No waiver of any of the Purchase Order Terms and Conditions provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.
- 31. Governing Law and Dispute Resolution:** The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. This Agreement will be construed under the laws of the country, state, province or local jurisdiction of the Buyer's headquarters location in that country. Each party waives its rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or its subject matter. Buyer, in its reasonable discretion, will determine the forum and method of resolution of any dispute related to this Agreement.
- 32. Audit Rights:** At its discretion and expense, Buyer or its designated representative may audit, inspect and test: the Goods; relevant records; Seller's inventory, delivery, quality and production processes, including at the Seller's premises; Seller's ability to fulfill its obligations under this Agreement; Seller's compliance with Applicable Laws; and its actual performance under this Agreement.
- 33. Country of Origin Requirements:** It is a condition of this purchase order that the Seller must provide the country of origin for all products and an applicable Free Trade Agreement ("FTA") certificate for all eligible products. Seller is responsible for advising the Buyer of any country of origin changes or changes to FTA eligibility within 30 days.