

GENERAL TERMS AND CONDITIONS OF PURCHASE

The following general terms and conditions of purchase (hereafter referred to as the "GTC") apply to all purchases of supplies and/or services. They replace any pre-existing contractual document with the same object, including the supplier/service provider general terms and conditions of sale, unless a specific contract or framework agreement binding the parties is in force, in which case it is understood that this contract or framework agreement shall prevail over the GTC on the points it covers, and any references to GTC herein shall be implied to include such contract or framework agreement.

The Company reserves the right to update these GTC at any time with notice to the Supplier/Service Provider, particularly in order to align them with New Zealand or national regulations and legislation, with strategic developments, and with changes to its internal processes. The updated GTC apply in respect of Order placed after receipt of that notice. The Supplier/Service Provider may view these GTC whenever needed on the Company's website (www.egis-group.com). The Supplier/Service Provider therefore undertakes to check this website regularly in order to stay abreast of any potential changes to these GTC.

1 - DEFINITIONS AND CONTRACTUAL DOCUMENTS

Purchase refers to the services/supplies purchased by the Company by means of an Order.

Claim means any claim, right of action or demand (or similar legal entitlement), in any jurisdiction, including but not limited to at law, in tort (including negligence), under statute, in equity or for any other legal or equitable remedy.

Company refers to Egis NZ Limited (Company number 149025) with registered address of Level 4, 1 Bond Street, Dunedin 9016, New Zealand.

Deliverable(s) refers to all supplies and/or services of any kind provided or carried out by the Supplier/Service Provider for the purposes of the Purchase and executing the Order.

Egis Group means the corporate group consisting of Egis Pty Limited (ACN 087 546 825) and its subsidiaries in Australia and New Zealand

GST means any goods and services tax imposed by the Goods and Services Act 1985 as varied from time to time.

Information consists in data of all kind, processed, organized, structured or presented in a given context in order to make them useful or valuable. Information (in its various form or medium: voice, conversation, video, electronic data, paper) that is legally owned by the Company is an asset of the Egis Group. Information may be related to know-how, process, financial, social, legal, economic, commercial, industrial or technical information regarding business operations, prospects, value and/or structure, marketing practices and techniques, business strategies and capabilities, business plans and relationships with customers, suppliers, principals, employees, financing sources, contracting counterparties and others. Information could include also ideas, formulae, compositions, inventions, trade secrets, processes, techniques, technology, research and development information, drawings, specifications, designs, plans, proposals, software (whether in object code or source code form), data (including or not, personal information), databases, systems and platforms.

Order refers to the purchase order issued by the Company, with all annexes and/or addendums where applicable. The Order sets out the purpose, price, lead times, required level of quality, and any additional obligations for the Supplier/Service Provider.

Supplier/Service Provider refers to the supplier or service provider providing the Deliverables as set out in an Order.

The Party/Parties refers to the Company and the Supplier/Service Provider in the plural, or the Company or Supplier/Service Provider individually.

- 1.1. The Supplier/Service Provider confirms that it has understood the Company's need, has checked that the information provided is accurate and complete, and has accounted for all contingencies and constraints in its pricing.
- 1.2. Legally and financially, each Party is an independent legal entity acting on its own behalf and under its sole responsibility.
- 1.3. The Supplier/Service Provider acknowledges having read the GTC underpinning the Order. The following contractual documents, given in decreasing order of priority, govern the contractual relationship between the Parties: (i) the Order and any annexes, and (ii) these GTC.

2 - PLACING AND ACCEPTING AN ORDER

An Order is deemed accepted in the absence of any reservations within three (3) working days from the Supplier/Service Provider taking receipt of the Order. Any retention of title clause the Supplier/Service Provider inserts into its documents is deemed to be unwritten and is not effective against the Company. The Supplier/Service Provider's acceptance of an Order underpinned by these GTC implies acceptance of the latter.

3 - THE SUPPLIER/SERVICE PROVIDER'S OBLIGATIONS

The Company places an order with the Supplier/Service Provider for the Purchases given in the Order. The Supplier/Service Provider undertakes to implement all necessary means to fulfil the Purchases as set out in the Order.

The Supplier/Service Provider is required to execute the Order with due care and attention, in line with the latest best practices, safety and security rules stipulated by the competent authorities, and the requirements of ISO

standards where applicable. The Supplier/Service Provider must also make any acquired expertise available to the Company before and during execution of the Order. The Supplier/Service Provider guarantees compliance with legal provisions, applicable laws, and all contractual technical specifications.

If requested to do so, the Supplier/Service Provider shall provide the Company with all documents, manuals, and instructions, and shall proceed with all necessary testing. The Company must provide its prior written consent for any assignment or subcontracting of the Order. In all cases, the Supplier/Service Provider shall remain jointly and severally liable with its assignee and/or subcontractor to the Company.

The Supplier/Service Provider alone determines the profile and number of staff to be assigned to executing the Order, and is solely responsible for this.

The Supplier/Service Provider guarantees the Company that the members of its team have the skills, experience, integrity, and trustworthiness needed to fulfil the Order in due form. Staff assigned to the Order remain under the Supplier/Service Provider's hierarchical and disciplinary authority, with the latter solely responsible for their supervision and monitoring, even when the Supplier/Service Provider's staff join one of the Company's teams.

4 - QUALITY

The Order must be executed in compliance with the specifications and standards in force, failing which the Company shall issue the Supplier/Service Provider formal notice to immediately remedy any failures, sent by registered post with proof of receipt.

Should the terms of this formal notice go unanswered within eight (8) calendar days of the letter being received, the Company may proceed with having any complementary services needed fulfilled, at the defaulting Supplier/Service Provider's expense.

Further to the warranties stipulated in clause 6, it shall be noted that acceptance of the Deliverable does not release the Supplier/Service Provider from their obligations in the event of hidden or visible defects in the Deliverable, with the Supplier/Service Provider remaining responsible for the entire warranty period applicable to the Deliverable.

5 - LEAD TIMES – DELIVERY/LIQUIDATED DAMAGES

5.1. Lead times

The lead times stipulated in the Order begin on the day on which the Order is accepted. They form a key component of the Order. The Supplier/Service Provider alone is responsible for securing any authorisations that may be needed.

5.2. Accepting delivery of the Order

The Company reserves the right to refuse delivery of the Order in the event of serious nonconformity or any dysfunction preventing normal, standard use of the item or service.

When acceptance is qualified with reservations, unless otherwise agreed, the Supplier/Service Provider has ten (10) working days from the date on which the Company signed the report to execute the Order services necessary to having the reservations lifted.

6 - WARRANTY

The Company benefits from a contractual warranty of two (2) years. The warranty period begins on the date of delivery without reservations. Under the terms of the contractual warranty, the Supplier/Service Provider undertakes to (i) provide compensation for any damage suffered by the Company as a result of nonconformities or defects in the items and/or services covered by the Order, (ii) hold the Company harmless for any costs and damages in this context and/or repair or replace the part acknowledged to be defective or non-conforming at its own expense. This warranty also covers costs arising from staff travel, packing, packaging, and transporting the equipment and materials needed to carry out the repairs or replacements. The timeframe for the Supplier/Service Provider to carry out any adjustments or repairs is given in the Company's call for warranty letter, failing which it shall be set at ten (10) working days by default. If, upon expiry of this warranty period, the Supplier/Service Provider has not proceeded with the repairs, the warranty period shall be extended until full repairs or compensation for the damage have been provided.

7 - PRICING

The prices are stipulated in the Order, and exclude taxes.

The prices given by the Supplier/Service Provider are calculated in line with applicable and predictable standards in force when the offer is delivered or fulfilled. Prices are all-in, fixed prices that include all related works needed to execute the Order in good, complete form, and where applicable the simultaneous execution of other services, the presence of other suppliers, service providers or companies, the use or presence of existing goods, and applications for permits and authorisations. Prices cannot be revised, notably in light of any fluctuations in currency exchange rates. If the Supplier/Service Provider makes a taxable supply (as provided in the Goods and Services Tax Act 1985 as varied from time to time) under or in connection with an Order and provided that the Supplier/Service Provider provides a valid tax invoice, the Company will pay to the Supplier/Service Provider at the same time, and in addition to the GST-exclusive prices stipulated in the Order, an amount equal to the GST payable on that Purchase.

8 - BILLING TERMS

Invoices must be issued without delay upon unconditional acceptance of the delivery. In addition to the details given in the Order, the invoice must include fiscal and commercial mandatory legal notices, in particular the Order number and Company invoicing address as they appear on the Order. Invoices must be sent as PDF files.

Each Order must be attached to a single invoice.

The aforementioned provisions are an obligation under the terms of this contract, and one with which the Supplier/Service Provider undertakes to comply. The Company reserves the right to refuse and return any invoice that is non-compliant in form and/or content. The payment term given under clause 9 only begins once the amended invoice has been issued.

9 - PAYMENT TERMS

No down payment for the Order is to be paid, unless otherwise stipulated in the Order.

Invoices shall be due by the Company forty-five (45) days from the end of the month in which the invoice is issued. Invoices received prior to unconditional acceptance of the delivery will not be accepted.

The amount paid will include any set off of any liquidated damages where applicable, and any compensation due as a result of actual damages suffered by the Company under the terms of these GTC. In the event of delayed payment caused by the Company, the latter shall owe the Supplier/Service Provider late payment interest, the rate of which is the official cash rate as set by the Reserve Bank of New Zealand.

10 - NON-PERFORMANCE OF THE ORDER - TERMINATION

10.1 Each Party ("**Non-Breaching Party**") may terminate the Order immediately:

- (a) on written notice to the other Party ("**Breaching Party**") if the Breaching Party breaches any term of this GTC and/or Order, and such breach cannot be remedied; or
- (b) if, the Breaching Party breaches any term of this GTC and/or Order, and does not remedy the breach within the time specified by the Company in a notice to the Breaching Party of the breach.

Sanctions that are not incompatible may be cumulated, and damages and compensation may be awarded on top of this.

Extra costs linked in particular to prices or turnaround times as a result of calling on a new supplier/service provider are payable by the defaulting Supplier/Service Provider.

10.2 If the Company terminates an Order pursuant to Clause 10.1 above, the Supplier/Service Provider will have no Claim, demand, suit, liability or action against the Company or its directors, officers and employees and the Supplier is not entitled to any costs, losses, expenses, damages or penalties arising out of or in connection with the Order.

11 - FORCE MAJEURE

Force majeure covers all events outside the affected Party's control: unpredictable, external occurrences that make it impossible for one of the Parties to fulfil their obligations.

The Party hindered by a force majeure event must immediately inform the other by letter sent by registered post with proof of receipt, explaining the nature of the event and the predicted duration and consequences. Should a case of force majeure arise rendering Order fulfilment in the aforementioned conditions impossible, said Order shall be automatically suspended.

Should the non-execution of the Order extend beyond a period of fifteen (15) days, the Order shall be automatically terminated on simple observation of said period being overdue.

The Party affected by force majeure shall make every effort to eradicate or remedy this event as soon as possible, and to return to executing the Order.

12 - LIABILITY - INSURANCE

Each Party must have an insurance policy covering it against third-party liability. The Supplier/Service Provider undertakes to provide the Company with an insurance certificate upon receipt of the Order.

13 - INTELLECTUAL PROPERTY – CONFIDENTIALITY

The Supplier/Service Provider guarantees that the information, documents, details and data of all kinds, and in particular those of a commercial, strategic, industrial, economic, social, financial, legal and technical nature, both written and oral, to which it is privy in the context of the Order, shall remain confidential, and is forbidden from sharing it with anyone other than the individuals who require said information for the purposes of the Order. The Company may provide the Supplier/Service Provider with information, documents, details and data such as studies, blueprints, assessments, drawings, software and materials (a non-exhaustive list hereafter referred to as the "Knowledge") for the purposes of executing the Order. The Company enjoys exclusive ownership of this Knowledge in all circumstances. Consequently, the Knowledge cannot be modified, adapted, copied or moved without the Company's prior written approval.

Knowledge from the issuing Party used by the receiving Party for the purposes of fulfilling the Order remains the exclusive property of the issuing Party. Furthermore, the Supplier/Service Provider undertakes to seek all necessary approvals and authorisations, and in particular undertakes to hold all relevant licenses in force ensuring it has the legal capacity to use all tools needed for the purpose of executing the Order, whether or not these tools belong to it.

Deliverables are delivered to the Company progressively as they are completed and are the property of the Company, which therefore enjoys all industrial and intellectual property rights, including copyright, which includes the right to use, copy, represent, digitise, adapt, translate, modify, transform, publish, post, share, sell, incorporate and send the Deliverables in their final versions upon completion of the Order, in any form and through any format and process present or future, for as long as said rights remain valid, including for any legal extension for any reason, on a global, worldwide basis, to be used in any manner, whether public or not, and whether commercial or not. Payment for the price of the Order shall imply that the Deliverables have been transferred to the Company, and includes the transfer of the aforementioned intellectual and industrial property rights.

The Supplier/Service Provider fully guarantees the Company against any complaints, prosecution, requests for damages or compensation, fines or any other potential consequences or consequences likely to occur as a result of the Company using Deliverables that breach or infringe upon a third party's rights on completion of the Order.

14 - ETHICS AND COMPLIANCE

The Supplier/Service Provider undertakes to review the approach to ethics and integrity described in the Company's "Partners' Code of Integrity" beforehand (available at

<https://www.egis-group.com/corporate-social-responsibility/implementing-csr/ethics>).

The Supplier/Service Provider complies and agrees to comply with the following, and undertakes to ensure its employees, its partners (particularly its suppliers and subcontractors), and their respective staff, comply with the following:

- 14.1 The principles given in the Company's "Partners' Code of Integrity";
- 14.2 The rules that apply to both it and the project that binds it to the Company, notably in terms of:
 - 14.2.1 public or private active or passive bribery and corruption.
In particular, the Supplier/Service Provider shall not pay any commission nor grant any undue advantage in fulfilling its duties.
 - 14.2.2 competition law,
In particular, the Supplier/Service Provider shall not engage in any form of coercion or collusion.
 - 14.2.3 conflict of interest,
 - 14.2.4 respect for human rights, fundamental freedoms, people's and/or the environment's health and/or safety,
In particular, the Supplier/Service Provider shall take all necessary measures to prevent serious infringements of human rights and fundamental freedoms, or harm caused to individuals' health and safety or to the environment resulting from its activities.
 - 14.2.5 harassment (such as bullying or sexual harassment) and/or sexual abuse,
 - 14.2.6 compliance with legal provisions and regulations on checking exports, sanctions, and embargoes,
In particular, neither the Supplier/Service Provider nor any of its directors, officers, managers or members of staff shall feature on one of the sanctions lists in use by a national or international watchdog, in particular the United States, the European Union, France, the United Kingdom, Hong Kong, Australia, New Zealand and the United Nations, notably financial sanctions lists, as part of the fight against terrorism and to counter threats to international security and peace.
 - 14.2.7 money laundering and/or financing terrorism.

15 - COMPLIANCE WITH REGULATIONS

The Parties declare themselves to be compliant with the tax and social legislation in force, and up to date with their taxes and social contributions, and/or the declarations they are legally obliged to make.

Each Party is responsible for the safety and security of their own staff and ensuring the latter comply with the health and safety regulations in force.

16 - HEALTH, SAFETY AND ENVIRONMENT

The Supplier/Service Provider undertakes to provide the goods and/or services covered by the Order in compliance with the health, safety and environmental legislation, decrees, regulations, standards, and norms in force upon acceptance. The Supplier/Service Provider shall be held liable for any damages related to health, safety and the environment, and shall bear full responsibility for all material, immaterial and financial consequences of said damage, in particular in replacing the goods and/or services covered by the Order.

The Supplier/Service Provider undertakes to read the Egis Group's CSR policy ahead of time, and to comply with it:

<https://www.egis-group.com/corporate-social-responsibility>

17 - COMPLIANCE WITH PERSONAL DATA PROTECTION LAW

For the purposes of fulfilling the Order, each Party will be called upon to share with the other Party personal information that will be processed for the purposes of the Order. In this regard, the Parties undertake to comply with personal data processing regulations in force, and in particular with the Privacy Act 2020.

Each Party declares and guarantees the other Party that it shall comply strictly with the Privacy Act 2020 when processing all personal information linked to the Order.

Subject to legal provisions requiring one of the Parties to retain some personal information, each Party must destroy or return on request all documents containing personal information that may have been provided, and any copy that may have been made, and must therefore delete all said personal information from all IT systems, disks, or any other data-containing equipment or device. Deleting and/or returning this data must be supported by written confirmation from an officer.

Should either Party breach the aforementioned obligations, the Order shall be immediately terminated, with no compensation due to the defaulting Party. It is expressly understood that this termination for non-compliance shall apply automatically, with the letter of notice serving as evidence of the non-execution of the obligation, given without warning nor formalities needed.

Notwithstanding the provisions of this clause, the duty to delete and/or return personal information as described above shall remain valid for as long as the Company or Supplier/Service Provider keeps the personal information shared.

18 - COMPLIANCE WITH INFORMATION SECURITY RULES

In the performance of the Order, the Supplier/Service Provider may be entrusted by the Company to access to its Information systems. In this context, the Supplier/Service Provider shall comply with the Information security requirements communicated to it by the Company, in particular by taking into account the Information Systems Usage Policy. Compliance with these requirements is an essential condition for the Company's willingness to use the services of the Supplier/Service Provider. The Supplier/Service Provider is liable for compliance with the above requirements by its employees and any subcontractors.

19 - SECURITY OF THE SUPPLIER/SERVICE PROVIDER'S INFORMATION SYSTEMS

In the performance of the Order, the Supplier/Service Provider may process Information of the Company. In this context, the Supplier/Service Provider undertakes to implement all appropriate technical and organisational measures to protect the relevant Information in order to guarantee a appropriate level of security; in particular to prevent any unavailability, alteration, damage, destruction by chance or illicitly, loss, disclosure and/or any unauthorised access by third parties.

In the performance of the Order, the Supplier/Service Provider undertakes to maintain these measures and failing this to inform the Company immediately. In the event of a change, the Supplier/Service Provider undertakes to replace the relevant measures with equivalent or superior performance. No change may lead to a reduction in the level of security.

The Supplier/Service Provider is liable for technical failures and vulnerabilities, including in solutions which it does not own, and for correcting or mitigating them to a level acceptable to the Company.

20 - RAISING AWARENESS AND PROMOTING INFORMATION SECURITY

The Supplier/Service Provider undertakes to raise the security awareness of its employees and to train them through Information security awareness campaigns.

21 - ECONOMIC DEPENDENCE

The Supplier/Service Provider must immediately inform the Company of any risk of economic dependence. This obligation to disclose information is key to ensuring the Parties enjoy a balanced contractual relationship.

22 - AUTONOMY

Should one or more of the Order provisions, GTC, or more generally the contractual documents signed by the Parties become null and void, illegal, unenforceable, or inapplicable in any way, the validity, legality and enforceability of the other provisions of the documents in question shall in no way be affected or altered.

Should such circumstances occur, the Parties agree to work together to do everything in their power to incorporate a new clause into the document(s) in question with a view to restoring the Parties' shared interests, as expressed in the Order or GTC initial clause, and this in line with the applicable legislation and regulations.

23 - APPLICABLE LAW

The validity, interpretation and execution of the Order and these GTC are governed by the law of New Zealand.

Any disputes relating to these elements, for which no amicable solution has been found within thirty (30) calendar days of being brought to the other Party's attention, shall be brought before the courts of New Zealand.

Failure to, or delay in, exercising a right or remedy by one Party shall not mean the right or remedy in question is waived, and shall not mean all other rights or remedies are waived.