

**Purchase Order Terms and Conditions (“Terms”)**  
**for Suppliers (“Seller”) Working with Vantive (“Buyer”)**

1. **AGREEMENT:** This order is Buyer's offer to Seller and becomes a binding contract, subject to the terms hereof, when accepted by acknowledgement in writing. These Terms constitute an integral part of the purchase order and the Buyer objects to all additions, exceptions, or changes to these Terms, whether contained in any printed form of Seller or elsewhere, unless approved by Buyer in writing. To the extent there are any inconsistencies between these Terms and those written on the face of this order, the latter will control provided that these have been approved by the Buyer.

2. **PRICE:** Unless otherwise specified, the prices stated on the front of this order include all charges for packing, hauling, storage, transportation to point of delivery, levies, duties and taxes. Sales and use taxes not subject to exemption shall be stated separately in Seller's invoice. Seller warrants that the prices quoted in this order are no greater than those currently charged to any other buyer for similar quantities of goods or services. Any price reduction extended to others by Seller prior to delivery shall also be extended to Buyer. Notwithstanding any price increase made by the Seller in respect of other buyers, the Seller shall not be entitled to increase any prices unless such increase is approved by the Buyer in writing.

3. **PAYMENT TERMS:** Buyer will make undisputed payments for goods and services that meet all applicable requirements within sixty (60) days after the later of: (a) receipt of the goods or completion of performance of the services identified in this order; and (b) receipt of a complete invoice. Buyer may withhold payment of any amounts that it disputes in good faith. Payment of an invoice shall not constitute or imply acceptance of any Products, and the invoice will be adjusted for any errors, shortages and defects. Furthermore, payment by the Buyer of an invoice sent by the Seller shall not constitute a waiver of any rights of the Buyer. Any billing dispute will not be cause for Seller's non-delivery of Goods or nonperformance of Services. Buyer shall have the right, at any time to update its payment terms upon notice to Seller in the event Buyer makes such change at a corporate level.

4. **REIMBURSEMENT OF EXPENSES:** Any reimbursement of Seller's expenses must be agreed upon in advance in writing by Buyer.

5. **CHANGES:** Buyer may at any time, by notice to the Seller, make changes in the scope or quantity of the goods or services covered by this order, in which event an equitable adjustment will be made to any price, time of performance, and other provisions of this order if appropriate. Claims for such an adjustment must be made within fifteen (15) days from the date of receipt by Seller of notice of the change. Substitutions or changes in quantities or specifications by Seller shall not be made without Buyer's prior written approval.

6. **WARRANTY:** Seller covenants, represents and warrants that:

a) the goods or services ordered shall be merchantable; shall conform to this order, to specifications, drawings, and other descriptions referenced in this order, and to any accepted samples; shall be free from defects (whether latent or otherwise) in materials and workmanship; shall be free from defects in design (whether latent or otherwise) unless the design was supplied by Buyer; and shall be fit and safe for the intended purposes. Seller warrants that it has clear title to the goods and that the goods and services shall be delivered free of any burdens, liens or encumbrances. The Seller also warrants that the Buyer shall have quiet and peaceful possession of the goods and that breach of such warranty will render the Seller liable for any damages suffered by the Buyer as a result of such breach. Any payment of such damages shall not prevent the Buyer from exercising any right that it may have against the Seller in terms of applicable law.

b) the goods; (1) are not adulterated or misbranded within the meaning of any applicable law or regulation; (2) are shipped on pallets free of 2,4,6-tribromoanisole (TBA) and 2,4,6-tribromophenol (TBP); and (3) otherwise comply with all applicable laws and regulations or other legal requirements concerning the manufacture, packaging and delivery of the goods.

c) it will perform all services in a competent, professional and workmanlike manner, with reasonable care, prudence and due diligence, and in compliance with all applicable laws and industry practices, and that it has the required qualifications and expertise to perform the services.

d) it will comply with Buyer's policies (and any future modifications thereto), including those related to data privacy and information security.

e) neither it, nor any of its employees, or authorized subcontractors have: a) been listed by any US federal or state agency as excluded, debarred, suspended, or otherwise ineligible to participate in US federal and/or state programs, including, but not limited to, exclusion, debarment, or suspension as noted by the List of Excluded Individuals/Entities ("LEIE") issued by the Office of Inspector General of the Department of Health and Human Services Office ("OIG"), the U.S. General Services Administration ("GSA") and/or the Food and Drug Administration ("FDA"); b) been convicted of any crime relating to any federal and/or state program; or c) been included on the Specially Designated Nationals list ("SDN List") maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or any other similar list, domestic or foreign.

f) no officer, director, partner, owner, principal, employee or agent of Seller is an employee of a governmental agency or instrumentality is in a position to influence the actions or decisions regarding the activities of Seller contemplated by this order. Neither Seller nor any person employed by or representing it has made, offered, promised or authorized, or shall make an offer, promise or authorize, either directly or indirectly, any official representative or employee of any governmental agency or instrumentality, any political party or officer thereof, or any candidate for public office, for the purpose of influencing a decision by any of them to take actions favorable to Buyer or Seller on any matter related directly or indirectly to the subject of this order, securing an improper advantage for Buyer, obtaining or retaining business or a business advantage, or the improper performance of a public official function or activity.

g) Any warranty by the Seller to which the Buyer is entitled to in terms of applicable law shall not be deemed as having been waived by reason of not being expressly stated herein and the Buyer shall be entitled to exercise any right resulting from such warranty. The Seller may not negate, exclude, limit or modify any warranty or remedy otherwise available to the purchaser and any such modification attempt thereof by the seller to do so shall be ineffective and invalid.

h) all the above warranties and other warranties as may be prescribed by law shall extend to Buyer, its successors, assigns, and customers and to users of the goods or services and shall run through any expiration date stated on the goods, or, if no expiration date is stated, then for a period of one (1) year after delivery. Claims under these warranties must be made within the applicable period prescribed by applicable law in terms hereof.

**7.INSPECTION; TESTING:** Goods purchased under this order are subject to Buyer's reasonable inspection, testing, and approval at Buyer's destination. If any of the goods or services are found to be defective in material or workmanship, non-conforming to any one of the warranties made herein or not in conformity with any of the requirements of this agreement, then the Buyer shall be entitled: (i) to require the Seller to supply replacement goods or re-perform the services in accordance with this order as quickly as reasonably possible, or (ii) at the Buyer's sole discretion and whether or not the Buyer has previously required the Seller to supply any replacement goods or re-perform the services, to reject and return such goods at Seller's expense or to treat this order as terminated by Seller's breach and require the repayment of any part of the price which had been paid. Seller shall also reimburse Buyer for all commercially reasonable, documented and actually incurred costs and expenses incurred by Buyer as a result receiving non-conforming goods, including but not limited to the cost of returning the non-conforming goods to the Seller, the costs, fees and penalties, damages or liabilities due or payable by Buyer to a customer, costs and expenses related to or arising from Buyer's purchase of substitute goods or services, incremental training costs for substitute goods and costs to rework and redesign facilities to accommodate substitute goods or services, expedited shipping costs, recall and field correction costs, product re-testing costs and customer and regulatory authority notification costs and costs of destruction. Payment by the Buyer for any goods under this order shall not be deemed acceptance of the goods and the rights of the Buyer stipulated under this section shall not be excluded by the payment of any invoice. Inspection and testing carried out by the Buyer under this section shall not be deemed as exempting the Seller from, or excluding any of the warranties stipulated under section 6 hereof.

**8.RECALL:** In the event that a recall of the goods is necessitated by a defect, a failure to conform to the specifications, applicable laws, or any reason within the Seller's control, Seller shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning goods, lost profits, and other expenses incurred to meet obligations to third parties.

**9.SHIPMENTOR DELIVERY SCHEDULES:** Shipment or delivery of goods shall be in accordance with the quantities and schedule specified in this order. If Seller does not, or it appears that Seller will not, meet such schedule, Buyer may, in addition to any other rights or remedies provided by law or this order, require that Seller ship the goods via expedited routing to meet the schedule or to recover the time lost and Seller shall pay the difference in shipping costs.

Seller shall reimburse Buyer for all commercially reasonable, documented and actually incurred costs and expenses incurred by Buyer as a result of late delivery of goods, including but not limited to the costs, fees and penalties payable by Buyer to a customer. At any such time that Seller exceeds three (3) late deliveries in a thirty (30) day period, Buyer has the right to request a written action plan, normally in the form of a Supplier Corrective Action Plan ("SCAR") from the Seller on how late deliveries are being resolved.

10.OVERSHIPMENT: Over-shipment of goods not approved by Buyer in writing will be returned, at Seller's expense.

11.SUBSTITUTION, MODIFICATION: No substitution or modification of any goods, component parts, tooling, sources of raw materials, processes, or manufacturing sites may be made without Buyer's prior written consent.

12. SPECIAL LAWS: In filling this order, Seller will comply with all applicable laws and regulations Seller also represents that:

a) To the extent applicable, the goods are compliant with European Union RoHS (RoHS-1 and RoHS -2) Directives and any amending legislation in respect thereof or country/regional equivalent and agrees to furnish evidence of compliance upon request by Buyer.

b) the goods do not contain any substances regulated as a substance of very high concern (SVHC) in Annex XIV of the EU Registration, Evaluation, Authorization of Chemicals Regulation (EC Regulation 1907/2006) (including any amending regulation) ("**REACH**"), unless explicit notification is provided to Buyer in advance and subsequently as new substances are added to the REACH, Annex XIV and Candidate List periodically.

c) the goods are manufactured and provided to Buyer in a manner that complies with all applicable human rights laws, including local laws and international frameworks and provisions of conflict minerals rules. Seller further represents that the goods are conflict mineral-free, meaning any gold, tin, tantalum, or tungsten contained in the goods are sourced only from conflict – free zones, sources, and smelters. Seller agrees to cooperate and fulfill related due diligence activities with its suppliers or represents that it has already done so.

d) The goods are consistent with, and can be used in compliance with all occupational health and safety laws in Malta, including but not limited to the the Occupational Health and Safety Authority Act (Chapter 424 of the laws of Malta) (OHSA); that services to be performed on Buyer's premises will be consistent with OHSA provisions, and that Seller will provide Buyer the latest material safety data sheets (MSDS) for any chemical substance determined to be hazardous:

13. INDEMNIFICATION: Seller shall defend, indemnify and hold Buyer, its parents, subsidiaries, affiliates and related companies (and each of their officers, directors, employees, agents, customers and other vendors), its successors, assigns and users of the goods or services harmless with respect to all claims, demands, suits, proceedings, costs, liabilities, damage, loss, royalties, profits, judgments, fines, penalties (including interest), and expenses, including attorney's fees, incurred relating to or caused by:

a) actual or alleged infringement or violation of patent, copyright, or trademark or other proprietary right had by third parties arising out of the purchase, sale, or use of the goods or services covered by this order;

b) actual or alleged defect in the services or in the design, manufacture, or shipment of the goods (including, without limitation, latent defects);

c) actual or alleged breach of warranty by the Seller or any other breach by the Seller of any of these Terms;

d) actual or alleged failure of Seller to deliver the goods or services on a timely basis; or

e) actual or alleged failure of the Seller, or the goods or services under this order to meet the requirements of any applicable law.

f) acts or omissions of the Seller (including its officers, directors, agents or subcontractors).

In the event of a claim under this paragraph, and in addition to any and all other rights and remedies available to it, Buyer may at its sole discretion terminate this order or defer acceptance of the balance of the goods or services ordered until the claim is resolved. If Buyer is enjoined from use of the goods, Seller shall at Buyer's sole discretion, either procure for Buyer the right to continue using the goods, replace the goods with substantially equivalent goods, modify the goods so as to be usable by Buyer, or repurchase the goods at the price set forth in this order. This section 13 shall not be construed to indemnify Buyer for any loss to the extent it is attributable to Buyer's design, specification, or negligence.

14. **INSURANCE:** At all times during which the purchase order is in force, the Seller shall obtain and keep in force for three years after the last delivery under this order commercial general liability insurance policy with a reputable and duly authorized and/or licensed insurer in the Seller's jurisdiction covering each occurrence of bodily injury and property damage in the amount of not less than 3 Million Euros (or any other amount Buyer may indicate in this order) combined single limit with special endorsements providing coverage for:

- a) Products and Completed Operations Liability;
- b) Blanket Broad Form Vendor's Liability;
- c) Blanket Contractual Liability;
- d) Manufacturer's Errors and Omissions; and
- e) Product Recall/Testing/Replacement Coverage.

If services are performed under this order on Buyer's premises, Seller shall also obtain Premises-Operations, Personal Injury, and Independent Contractors Protective Liability endorsements, and shall further obtain Workers' Compensation and Employer's Liability Insurance coverage in amounts acceptable to Buyer, and if Seller will have access to Buyer property, computer systems and/or data, Third Party Fidelity/Crime Coverage. If requested, Seller shall furnish Buyer with a certificate evidencing the required insurance. The Buyer shall be named as an additional insured person in all such policies, except for the Workers' compensation and Employer's Liability Insurance and each policy shall provide that it may not be withdrawn, cancelled or modified without providing prior notice in writing to the Buyer.

15. **RISK OF LOSS:** Seller shall bear the risk of loss or damage to the goods covered by this order until they are delivered to and accepted by Buyer.

16. **LIMITATION OF LIABILITY:** BUYER WILL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST TIME, LOST PROFITS OR LOST SALES) ARISING FROM ANY TRANSACTIONS UNDER THIS ORDER.

17. **AUDIT:** To verify Seller's compliance with this Order, Buyer and its representatives will have the right, at reasonable times and places and upon reasonable notice, to (a) inspect all facilities, resources and procedures employed by Seller in manufacturing or providing the goods and services; and (b) examine all books and records relating to the goods and services.

18. **BUYER-FURNISHED MATERIAL:** Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Buyer, any material, tooling, dies, drawings, designs, or other property or information (including but not limited to information which may reasonably be deemed as confidential or proprietary) furnished by Buyer ("**Material**") without Buyer's prior written approval. Title to all Material shall remain in Buyer at all times, and where practicable the Material shall be clearly marked or tagged to indicate this ownership. Seller shall bear the risk of loss or damage to the Material until it is returned to Buyer. All Material, whether or not spoiled or used, shall be returned to Buyer at termination or completion of this order unless Buyer shall otherwise direct.

19. **REFERENCES TO BUYER:** Seller shall not present nor publish, nor submit for publication, any work specifically resulting in relation to goods or services supplied solely for Buyer or that identifies or may identify Buyer without Buyer's prior written approval. Seller shall not use Buyer's name in any advertising, articles, press release, social media, promotional materials or website advertising, or disclose to any third party the terms of this order or the fact that Seller is supplying goods or services to Buyer, without Buyer's prior written consent (which is in its sole discretion to grant or withhold).

20. **USE OF SELLER'S INFORMATION:** All information disclosed to Buyer in connection with this order is furnished as part of the consideration for Buyer's placement of this order. This information is not to be treated as confidential or proprietary, and no claim will be asserted against Buyer, its assigns, or customers, for its disclosure or use.

21. **TERMINATION:**

a) Buyer may terminate this order, in whole or in part, without liability: If Buyer anticipated Seller's breach of this order and Seller does not provide adequate assurance of its performance within ten (10) days of Buyer's request; if deliveries are not made at the time or in the quantities specified; or in the event of any

breach or failure by Seller to meet any terms of this order, including the warranties under section 6 hereof. The Buyer's right for termination under this section 21 shall be in addition to any other remedies and rights which the Buyer is entitled to in terms of applicable law.

b) Buyer may terminate this order, in whole or in part, at any time for its convenience by notice to Seller in writing and the date of receipt of such notice by the Seller shall constitute the effective date of termination (the "**Termination Date**"). Seller's sole compensation for such termination shall be limited to payment by Buyer of an amount constituting the percentage of the total order price corresponding to the proportion of work completed by the Seller in filling the order until the Termination Date, in addition to any reasonable expenses incurred by Seller in terminating orders and work in progress. The Seller shall submit to the Buyer any claim for any such compensation mentioned in this paragraph (b) within sixty (60) days of the Termination Date and shall be subject to audit by Buyer.

c) Upon any termination under this paragraph 21, title to all equipment materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling, and any other items for which Buyer may submit a claim shall vest in Buyer, and Seller shall promptly deliver these items to Buyer and take all necessary action to protect such property prior to such delivery.

22. SETOFF: Any counterclaim against Seller or any of its related entities by Buyer or any of its related entities which arise out of this or any other transaction may be set off against any money due to Seller under this order.

23. ASSIGNMENT; SUBCONTRACTING: Seller shall not assign this order to a third party without Buyer's prior written consent, which Buyer may withhold in its sole discretion, and any assignment without Buyer's consent will be void. Any assignee approved by the Buyer shall assume in writing all obligations of Seller under this order; provided, however, that Seller shall remain primarily liable for such obligations. Buyer may assign the order to a third party without the consent of Seller by providing a notice in writing thereto. In the event of such an assignment, an equitable adjustment will be made (as may be required by the Buyer) to any price, time of performance, and other provisions of this order if appropriate. Claims for such an adjustment must be made within fifteen (15) days from the date of receipt by Seller of notice of the change. The order will be binding upon and inure to the benefit of the permitted assigns of each party.

24. WAIVER; SEVERABILITY: No waiver by Buyer of any breach of this order by Seller shall be considered as a waiver of any subsequent breach of the same or any other provision. No claim or right arising out of a breach of the terms and conditions of this order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. If at any time any one or more of the provisions contained this order is or should become invalid, illegal or unenforceable in any respect under any law, rule, regulation or ruling, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

25. CONTROLLING LAW; VENUE: This order and the performance under it shall be controlled and governed by the laws of Malta and any dispute which has not been resolved under section 26 shall be exclusively submitted to the jurisdiction of the courts of Malta .

26. DISPUTE RESOLUTION: Any and all disputes, claims or controversies ("**disputes**") arising out of or relating to this order, including without limitation, any dispute as to the existence, validity, performance, breach or termination of this order, shall be resolved in the following manner: a party must first send written notice of the dispute to the other party for attempted resolution by negotiation between executives of each party who have authority to settle the controversy. Such negotiations must be conducted within 14 calendar days after such notice is received (the "**Negotiation Period**"). If the parties fail to meet or if the matter has not been resolved within such Negotiation Period, the parties shall, within 30 days after such Negotiation Period has expired attempt to resolve their dispute through mediation in terms of applicable law. If the mediation fails to resolve all outstanding disputes between the parties or if the mediation has not been scheduled within 30 days of the end of the applicable Negotiation Period, either party may initiate judicial proceedings in accordance with section 25 hereof.

27. REMEDIES NOT EXCLUSIVE: The rights and remedies of Buyer provided under these Terms and Conditions are cumulative and not exclusive and are in addition to any other rights and remedies provided in terms of applicable law.

28. INDEPENDENT CONTRACTOR: The relationship of the parties is that of independent contractors. The parties will not be deemed partners or joint ventures, nor will one party be deemed an agent or employee of the other party. Neither party has any express or implied right to assume or create any obligation on behalf of, or in the name of, the other party or to bind the other party to any contract, agreement or undertaking with any third party, and no conduct of a party shall be deemed to imply such right.

29. NOTICES: Any notices required or permitted under this order will be in writing, will refer specifically to the order, and will be sent by recognized national or international overnight courier or registered or certified mail, postage prepaid, return receipt requested, or delivered by hand to the address set forth in this order. Notices under the order will be deemed to be duly given: (a) when delivered by hand; (b) two days after deposit with a recognized national or international courier; or (c) on the delivery date indicated in the return receipt for registered or certified mail. A party may change its contact information immediately upon written notice to the other party in accordance with this section.

30. AMENDMENT: These Terms constitute the entire terms of the order and any modification to this order must be in writing and signed by an authorized representative of each party.

31 BUYER'S ETHICS & COMPLIANCE STANDARDS: Seller and employees of Seller will comply with the Buyer's Ethics & Compliance Standards for Suppliers, which can be found on the Buyer's website (vantive.com) and which may be amended by the Buyer from time to time, a copy of which Seller acknowledges having received, read, and understood.

**\* By acknowledging this order, Seller expressly accepts and approves all terms contained herein.**