

====> NOTE <<====

Boston Scientific Purchasing Department must be formally notified of all changes to the manufacturing process or design prior to implementation. Boston Scientific in conjunction with the supplier, shall determine the effect on form, fit, function and reliability before the change can be approved in writing by Boston Scientific and implement at the supplier. The supplier must maintain traceability in the form of a Certification of Conformance or Compliance, or Certification of Analysis, per design specification requirements.

SHIPPING TERMS

====> PURCHASE ORDER STANDARD TERMS AND CONDITIONS – NEW ZEALAND <<====

1 Definitions

1.1 In this Agreement:

Buyer means Boston Scientific Ltd (New Zealand) or one of its related companies, subsidiaries, or affiliates set forth on the front of this Purchase Order;

Confidential Information means information that:

(a) is by its nature confidential; or

(b) is designated by the Buyer as confidential;

(c) the Seller knows or ought to know is confidential, but does not include information that is or becomes public knowledge otherwise than by breach of the Purchase Order or any other confidentiality obligation of the parties;

Goods includes Tangible Goods, Services, Software and Software Services

Government Authority means any federal, state or local government body or regulatory authority which has relevant jurisdiction;

GST has the same meaning as in the GST Act;

GST Act means the Goods and Services Tax Act 1985 (New Zealand);

Intellectual Property Rights means all intellectual property rights at any time recognized by law, including all present and future copyright, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets and know-how, registered designs, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

Modern Slavery Law means any law which prohibits exploitation of a worker, human trafficking, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar), and is applicable in the jurisdiction in which the Buyer and the Seller are registered or conduct business or in which activities relevant to this Purchase Order are to be performed;

Privacy Laws means all legislation, principles and regulations relating to the collection, use, disclosure, storage or granting of access rights to personal information, and includes the Privacy Act 2020, New Zealand Health Information Privacy Code 2020 and any additional privacy law to which you are bound

Purchase Order or Order means the written purchase order issued by the Buyer to the Seller;

Software means that licensed or otherwise transferred to Buyer under this Purchase Order and all related development, support and maintenance services Software Services

Seller means the person, partnership, corporation or other entity specified as the Seller on the front of this Purchase Order;

Services means all services (including design, delivery installation, inspection, testing, etc.) specified on, or required to be furnished under this Purchase Order and all software programs, applications, tools and databases.

Specifications means the specifications in the part number and revision-level controlled drawing

for the applicable Goods that is referenced on the front of this Purchase Order and/or other writings, drawings, etc. provided by Buyer to Seller on or before issuance of this Purchase Order and all requirements of any applicable laws and regulations.

Relevant Laws includes legislation, regulations, by-laws, codes, guidelines and proclamations that may be applicable in connection with the performance of any work under the Purchase Order;

Tangible Goods means all articles, materials, products, components, supplies, drawings, designs, prototypes, models, data, documents, goods and other items furnished or to be furnished under this Purchase Order to Buyer;

2.Complete Agreement.

2.1 This Purchase Order:

(i) constitutes an offer by Buyer to Seller to purchase the Goods on the terms and conditions stated in this Order;

(ii) becomes a binding contract upon acceptance either by acknowledgment or performance by Seller; and

iii) constitutes the sole and entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, agreements, transactions and communications, whether oral or written, with respect to the matters referred to herein, unless Buyer and Seller have executed a separate written document which specifically states that the terms of that document prevail.

2.2 No other terms or conditions and no modification, alteration or amendment of this Order shall be binding upon Buyer unless accepted in writing by an authorized representative of Buyer.

2.3 Buyer expressly rejects any terms and conditions contained in any quote, proposal, invoice or similar document presented by Seller at any time.

3 Delivery.

3.1 Seller's delivery or performance shall be made strictly in accordance with the date(s) specified on the front of this Order.

3.2 If Goods are not delivered or performed (as applicable) by the specified time, Buyer shall have the option of:

(i) purchasing the Goods elsewhere and charging Seller with any loss resulting therefrom;

(ii) approving in writing a revised delivery schedule; and/or

(iii) canceling this Order, or any part thereof, without prejudice to its other rights.

3.3 With respect to any part of this Order so canceled, Buyer may, at its option, if applicable, either return the materials to Seller, at Seller's risk and expense, or charge Seller a reasonable storage charge until Seller removes such materials. Goods fabricated or services provided in excess of Buyer's authorization are at Seller's risk.

3.4 Unless otherwise agreed by Buyer in advance in writing, invoices covering Goods received ahead of schedule will not be paid until the date specified by Buyer for delivery.

3.5 Seller shall be responsible for any and all loss of, or damage to, the Goods until the Goods have been received and accepted by Buyer.

3.6 Invoices, bills of lading or, express receipts, and packing lists must be emailed within 24 hours following shipment.

4. Assignment; Sub-contracting.

4.1 No rights of Seller under this Order (including rights to monies due) are assignable in whole or in part, nor is Seller permitted to subcontract any obligation under this Order without Buyer's prior written consent.

4.2 All terms of this Order shall be binding upon, and shall accrue to the benefit of, the successors and permitted assigns of the parties hereto. Seller shall take all steps required to ensure that each of Seller's employees, agents and subcontractors (collectively, "Seller's Representatives") comply with all provisions of this Order as if such person is the Seller. In any case, assigned accounts shall

be subject to set-off, recoupment or any other claim of Buyer against Seller.

5. Warranties

5.1 Seller warrants that all Tangible Goods:

- (i) are free from defects in workmanship, material, and manufacture;
- (ii) comply with the requirements of this Order, including the Specifications and samples furnished by either Buyer or Seller if Buyer has approved them for that purpose;
- (iii) where design is Seller's responsibility, are free from defects in design;
- (iv) consist only of new materials (unless the Specifications specify otherwise); and
- (v) are of merchantable quality and fit and suitable for the purpose intended by Buyer. Seller shall maintain documentation of the manufacturing process (including dates, methods of manufacture, materials used, unscheduled interruptions or delays, and other factors that affect the quality, form, fitness, function and suitability of the Tangible Goods).

5.2 These warranties:

- (i) constitute conditions to Buyer's acceptance of the Tangible Goods,
- (ii) are in addition to all other warranties, whether express or implied, created by law, and
- (iii) survive inspection of, acceptance of, and payment for, the Tangible Goods.

5.3 Buyer's approval of the design, or of the materials, used in the manufacture of the Tangible Goods does not relieve Seller of the warranties in this Section, nor does the waiver by Buyer of any Specification requirement for one or more items constitute a waiver of those requirements for the remaining items of Tangible Goods unless so stated by Buyer in writing.

5.4 Seller further warrants and represents that all Goods purchased are free from liabilities of royalties; license fees; mechanics material and other liens; security interests; other encumbrances; and defects in title.

5.3 Seller warrants that:

- (i) the Services and the Software Services will be provided in a professional manner by qualified personnel and comply with the requirements of this Order, including the Specifications;
- (ii) the deliverables from the Services or Software Services will not infringe or violate any third party patent, trademark, copyright, trade secret or other intellectual property right and will be free from liabilities of royalties and licensing fees other than any specified on the front of this Order; and
- (iii) performance of the Services or Software Services will not violate or breach any contractual obligations of Seller, including those related to confidentiality, non-competition or Intellectual Property Rights.

5.6 These warranties survive inspection of, acceptance of, and payment for, the deliverables from the Services or Software Services and are in addition to all other warranties, whether express or implied, created by law.

5.4 Seller warrants that:

(i) Seller has all rights necessary to grant the license to Buyer, free and clear of all liens, encumbrances and other claims;

(ii) the grant of the license and use of the Software by Buyer, in accordance with the documentation provided, does not and will not infringe or violate any third party patent, trademark, copyright, trade secret or other intellectual property right and will be free from liabilities of royalties and licensing fees other than any specified on the front of this Order; and

(iii) the Software will operate in accordance with, and conform to, the documentation provided, the Specifications and other requirements of the Order.

5.5 Seller warrants that the source code of the Software is the subject of an escrow agreement for the benefit of Seller's licensees. If requested by Buyer, Seller shall provide Buyer with information related to the escrow of the source code of the Software, including the name of the escrow agent and the conditions and procedures for Buyer to access the source code. These warranties survive inspection of, acceptance of, and payment for, the Software by Buyer and are in addition to all other warranties, whether express or implied, created by law.

6. Price and Payment.

6.1 Payment of the prices specified in this Order shall constitute full consideration for the Goods and rights granted hereunder. The price of the Goods is the price set out in the Order. The price stated in the Order is firm and fixed (unless varied with the consent of the Purchaser in writing) and includes: (a) subject to clause 6.1, all taxes, duties and other amounts payable for which the Seller is liable; (b) all insurance costs; (c) all amounts payable for the use thereof (whether in the course of manufacture or Intellectual Property Rights use; (d) all charges for supply of the Goods; and (e) all charges for testing, inspection, packing, delivery or otherwise.

6.2 Where GST is applicable on any supply of Goods by the Seller, the Purchaser will, in addition to the price payable for the Goods pay an amount equal to the GST payable in respect of that supply.

6.3 Any time period specified in this Order for payment or applying any discounts shall commence on the later of the date that Buyer: (i) receives Seller's correct invoice thereof at Buyer's address for invoices; (ii) receives the bill of lading or express receipt and packing list therefore, if applicable; or (iii) accepts the Goods (together with any specified documentation) as conforming to all Specifications and requirements of this Order.

6.4 In no event shall Buyer owe Seller any late or penalty payment or interest.

6.5 No charge shall be incurred for freight, shipping, packing, insurance, boxing, storage or drayage unless authorized by Buyer in advance in writing.

6.6 Buyer shall have the right to set-off against any amounts which may become payable by Buyer to Seller under this Order or otherwise, any amounts which Seller may owe to Buyer, whether arising under this Order or otherwise.

7. Invoicing.

7.1 On or following acceptance of the Goods, or as otherwise specified in the Order, the Seller must submit a tax invoice (containing all information required in a tax invoice for the purposes of the GST Act together with such other information as the Buyer may require) to the Buyer for the Purchase Price. A separate invoice shall be issued by the Seller for each shipment, and invoices for partial shipment will not be honoured by the Buyer.

7.2 Invoices must contain at least the following information:

(a) Order number

(b) Description of the Goods and the following as applicable:

(i) shipping route

(ii) number of packages

(iii) serial numbers

(iv) item numbers

(v) quantity, size and unit price for each of the Tangible Goods

(vi) hours worked; cost of materials provided if the Order indicates that such costs are reimbursable;

(vii) reimbursable expenses for the Services and Software Services if the Order indicates such costs are reimbursable and pre-approved by the Buyer and

(viii) term, scope and nature of the Software licenced.

7.3 Invoices not containing such information may result in payment delays by Buyer, and such delays shall not subject the Buyer to any late or penalty payment or interest.

7.4 Buyer's failure to object to provisions in Seller's quotation, invoice or other communications which conflict with the terms of this Order shall not be deemed a waiver of the terms and conditions of this Order, which shall prevail.

8. Transportation

8.1 Packing. All Tangible Goods shall be packed in accordance with Specifications provided by Buyer, or, if no Specifications are provided, otherwise suitably packed in order to protect the Tangible Goods fully during transportation and secure the lowest available transportation costs. Buyer's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. A packing slip bearing a complete record of the shipment (including the number of the order to which it applies) is required with each shipment hereunder.

8.2 All Tangible Goods shall be shipped in accordance with Buyer's instructions, or in the absence of such instructions, by the route and method of transportation sufficient to meet applicable delivery dates utilizing the lowest appropriate, available transportation costs.

8.3 Excess transportation costs otherwise incurred will be charged to Seller or applied as a set-off from any amount due from Buyer to Seller.

8.4 When usual terms or tariffs do not include insurance, shipments must be forwarded properly insured to their full sales price hereunder at Seller's expense.

9. Compliance with Laws.

9.1 The Seller warrants that;

(i) it will comply with all Relevant Laws (including but not limited to laws in relation anti-bribery, anti-money laundering, Modern Slavery Laws, Privacy Laws, work health and safety and the environment) and relevant Australian standards and best practice guidelines;

(ii) it will provide current, accurate and complete information certified by an authorized individual as may be requested by Buyer from time to time in connection with either parties compliance with Relevant Laws; and

(iii) the Tangible Goods sold and furnished hereunder shall be manufactured, sold, delivered and furnished and the Services and Software Services shall be performed, each in strict compliance with all Relevant Laws.

9.2 All Relevant Laws required by their terms to be incorporated in agreements of this type are hereby incorporated in agreements of this type and are hereby incorporated by reference.

9.3 Seller shall, upon request of Buyer, furnish Buyer with a certificate specifying Seller's compliance with any or all such Relevant Laws and the provisions herein, in such form as Buyer may require.

10. Gratuities.

10.1 Seller warrants that Seller has not offered or given, and will not offer or give to, any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of this Order or any other contract with Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

11. Inspection and Approval of Tangible Goods.

11.1 Buyer may elect to inspect Tangible Goods before and/or after delivery and acceptance. Payment shall not constitute final acceptance.

11.2 Upon discovery by Buyer that the Tangible Goods contain any defect (patent or latent) or fail to meet the Specifications or conform to the warranties in this Order or under law, Buyer shall have the right to:

(i) reject the Tangible Goods, or if the Tangible Goods have been accepted by Buyer, return them to Seller at Seller's risk and expense and recover all freight, storage, handling and other expenses incurred by Buyer and be relieved of any payment for the purchase price therefor, or, if payment has been made, recover the purchase price so paid;

(ii) require Seller to correct the defect or non-conformance at no cost to Buyer (Tangible Goods so returned shall not be replaced at Buyer's expense unless Buyer has provided a written replacement

purchase order); or

(iii)cancel this Order. This Section shall not limit any other rights Buyer has at law or under this Order.

12. Evaluation and Acceptance; Services.

12.1 The performance of the Services and Software Services and the work product and deliverables from all Services and Software Services are subject to the review, evaluation and acceptance by Buyer, and final payment will not be made until after final acceptance.

12.2 If the performance of the Services or Software Services fail to meet the Specifications of this Order or conform to the warranties in this Order or under law, Buyer shall have the right to:

- (i) require the re-performance of the Service or Software Services at Seller's expense until they are in conformance with such Specifications and warranties;
- (ii) contract with a third party to perform Services or Software Services to correct or replace the work product at Seller's expense; and/or
- (iii) cancel this Order. This Section shall not limit any other rights Buyer has at law or under this Order.

13 Testing and Acceptance; Software.

13.1 The Software is subject to testing, evaluation and acceptance by Buyer, and payment will not be made until after final acceptance.

13.2 If the Software fails to meet the Specifications of this Order, the documentation for the Software, or conform to the warranties in this Order or under law, Buyer shall have the right to:

- (i) require Seller to deliver a new copy of the Software at Seller's expense;
- (ii) require Seller to fix, repair or otherwise cause the Software to perform as represented and warranted at Seller's expense; and/or
- (iii) cancel this Order. This Section shall not limit any other rights Buyer has at law or under this Order.

14 Buyer's Proprietary Rights;

14.1 Confidentiality. All of Buyer's analyses, source code, data, reports, research, technology, know-how, ideas, concepts, designs, products, markets, computer programs, prototypes, processes, equipment, machines, compositions of matter, business plans, operations, technical information, drawings, specifications, and the like, and any other knowledge or information pertaining to Buyer's business or developed by Seller as a result of work in connection with this Order (collectively, "Confidential Information") shall be the sole and exclusive property of Buyer and at all times be kept secret and confidential by Seller.

14.2 All:

- (i) tangible property (whether in hardcopy, electronic or other form) provided to Seller in connection with this Order, including all samples (including devices, components, raw materials, tooling, etc.) and Confidential Information;
- (ii) equipment, models, prototypes, items, reports, communications, designs, data, analyses, source code, and any other materials produced in connection with this Order; and
- (iii) items purchased by Seller for Buyer under this Order (collectively, "Buyer Property") shall be and remain the exclusive property of Buyer unless otherwise agreed in writing.

14.3 Seller may disclose or reveal any Confidential Information only to those in Seller's organization who must have access to Confidential Information to provide the Goods. Seller shall inform all those in Seller's organization who have access to Confidential Information regarding Seller's obligations hereunder and that Confidential Information and Buyer Property is confidential and is the property of Buyer.

14.3. All Confidential Information and Buyer Property shall be deemed a loan to Seller for use solely in the provision of Goods for Buyer. Seller shall not dispose of any such Confidential Information or Buyer Property without Buyer's prior written consent.

14.4 Seller shall return Confidential Information and Buyer Property to Buyer whenever requested by Buyer and, in any event, upon completion of Seller's obligations under this Order.

14.5 Buyer shall have the right to enter Seller's premises and remove Buyer Property at any time without being guilty of trespass or liable to Seller for damages for any sort.

14.6 Seller shall not, without Buyer's prior written consent, in any manner advertise, publish or disclose that Seller has furnished, or contracted to furnish, Goods to Buyer or otherwise use Buyer's name, image or logo.

14.7 The Seller irrevocably and unconditionally grants to the Buyer a non exclusive, perpetual, royalty-free, worldwide and transferable licence (including the right to sub licence) to use any Intellectual Property Rights in relation to any Goods supplied to the extent necessary to allow for the Buyer the full use and enjoyment of those Goods and the Supplier must, upon request by the Buyer, do all things as may be necessary (including executing any documents) to give full effect to such rights.

14.8 All inventions, discoveries and improvements which Seller may make arising out of the provision of Goods hereunder or which relate in any manner to Buyer's business, Buyer Property, or Confidential Information (collectively, "Inventions") shall be promptly disclosed by Seller to Buyer. Seller assigns all rights, title and interest (including copyright) in and to such Inventions (including any writings, reports, publications in any way connected with or arising out of the Inventions) to Buyer. All rights to the Inventions shall belong solely to, and be the property of, Buyer, and Seller shall never use, nor permit the use of, the Inventions for Seller's benefit or for the benefit of any other person, corporation, partnership, or other entity.

14.9 To the extent Seller is not the owner of the rights in any Inventions, Seller must procure at Seller's cost, that the owner licenses the Intellectual Property Rights in the Inventions to Buyer. The provisions of this Section shall survive delivery and payment.

15 Indemnification.

15.1 To the maximum extent allowed by law, Seller shall, at Seller's expense, indemnify, defend and hold harmless Buyer and its affiliates and their respective directors, officers, employees, agents, successors, assigns (each an "Indemnified Party") from and against all claims, losses, damages, suits, fees, judgments, costs and expenses (collectively, "Claims"), including reasonable legal fees, that the Indemnified Party may suffer or incur arising out of or in connection with:

- (i) Seller's breach of any representation, warranty, or obligation under this Purchase Order; or
- (ii) infringement or violation of any third party patent, copyright, trade secret trademark, or other intellectual property right.

15.2 If any Claim is commenced against an Indemnified Party, Buyer shall provide notice to Seller as promptly as practicable.

15.3 The failure to provide such notice will relieve Seller of Seller's obligations hereunder only to the extent that Seller is prejudiced by the failure to receive notice. If an injunction is granted, or in Seller's opinion likely to be granted, under Clause 15.1 part (ii) Seller, as directed by Buyer, shall:

- (a) refund to Buyer the payment made by Buyer for the Goods subject to the Claim; or
- (b) deliver promptly to Buyer an acceptable, non-infringing replacement.

15.4 The right to the indemnification described in this Order is not exclusive, but instead is cumulative to all other rights of indemnification of the Indemnified Parties against Seller. The provisions of this Section shall survive delivery and payment.

16 Policies; Safety and Security.

16.1 If Buyer provides Seller any of Buyer's policies and/or code of conduct (collectively, "Policies/Code"), Seller shall:

- (i) comply with the Policies/Code;
- (ii) provide copies of the Policies/Code to any of Seller's Representatives who will be providing Goods,

(iii) enforce such Seller's Representatives' compliance with the Policies/Code, and
(iv) maintain records of training such Seller's Representatives to all of the Policies/Code and make such records accessible for Buyer's review and inspection upon its reasonable notice to Seller.

16.2 If Seller or any of Seller's Representatives are required to enter Buyer's premises to fulfill the requirements of this Order, such Seller's Representatives shall abide by Buyer's security and safety procedures and requirements. The safety and health of such Seller's Representatives while on Buyer's premises is the responsibility of Seller.

16.3 At all times that such Seller's Representatives are on Buyer's premises, Seller shall maintain public liability and property damage insurance in amounts satisfactory to Buyer, and comply with all laws and regulations with respect to tax withholding, unemployment insurance and workers compensation.

17 Strict Compliance; Waiver; Severability.

17.1 Buyer may at any time insist upon strict compliance with this Order's terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary. The failure of either Buyer or Seller to enforce any of its rights under this Order shall not constitute a waiver of such rights. If any provision of this Order shall be determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further, and the validity and enforceability of any of the other provisions of this Order shall not be affected.

18 Changes.

18.1 No changes or substitutions can be made to Goods specified by Buyer, or to the processing of Goods, without Buyer's prior written approval. Buyer may, by written change notice, suspend work at any time before completion of the order, or make changes in quantities, drawings, specifications, delivery schedules and dates and methods of shipment and packaging. If such changes would cause an increase or decrease in the amount due under this Order, or in the time required for Seller's performance, an equitable adjustment shall be made and the order shall be modified accordingly in writing in advance.

18.2 Any claim for adjustment must be asserted by Seller in writing within 15 days from the date the change is ordered.

18.3 Changes shall not be binding upon Buyer unless evidenced by a purchase order change notice or an amended purchase order is issued and signed by an authorized representative of Buyer.

19 Cancellation or Default.

19.1 If Seller fails to perform or comply with any provision of this Order within the time specified on the front of this Order or any extension thereof provided by Buyer in writing, Buyer may, by written notice of default to Seller, cancel the whole or any part of the Goods ordered without liability, except for Services completed and accepted and Tangible Goods delivered and accepted under that portion of the Order not canceled.

19.2 Buyer also may cancel this Order without liability at any time prior to delivery and acceptance by Buyer if:

- (i) Seller ceases to conduct Seller's operations in the normal course of business;
- (ii) Seller is unable to timely and satisfactorily meet Seller's obligations under this Order; (iii) is the subject voluntary or involuntary bankruptcy, receivership, or insolvency proceedings; or (iv) makes an assignment for the benefit of Seller's creditors.

19.3 Notwithstanding the foregoing, if a party's performance is delayed because of war or similar unrest, fire, act of God or other similar cause that is beyond such party's control and which such party could not have reasonably prevented, such delay in performance shall not be considered a

breach of this Order; provided, however, that if Seller experiences a delay of 30 days or more for such reason, Buyer may upon notice cancel all or any portion of this Order.

20 Modern Slavery.

20.1 The Seller acknowledges that the Purchaser has obligations to comply with Modern Slavery Laws, and represents and warrants to the Buyer that, at the date of this Purchase Order, the Seller:

- (i) has no knowledge of any non-compliance or violation of Modern Slavery Laws (Modern Slavery Offence) currently occurring within its organisation or supply chain; and
- (ii) takes and will continue to take reasonable steps to identify the risk of, and prevent the occurrence of, Modern Slavery Offences within its organisation or supply chains.

20.2 Without limiting clause 20.1, the Seller represents and warrants to the Buyer that in relation to any services or goods procured from, or subcontracted or outsourced to third parties for the provision of the services or goods under this Agreement, the Seller has taken, or will, prior to procuring, subcontracting or outsourcing any such services or goods from or to a third party, take, and will continue through the term to take all reasonable steps to confirm that such third party is not engaging in Modern Slavery Offences.

20.3 The Seller will notify the Buyer in writing as soon as practicable and no later than 2 Business Days upon becoming aware of any Modern Slavery Offence (or of any charges laid or orders made in relation to a Modern Slavery Offence) within its organisation or supply chain.

20.4 If requested by the Buyer, the Seller will, subject to any existing confidentiality requirements and any Relevant Law:

- (i) take all reasonable steps to provide the Buyer with any requested information, policies, reports or documents in relation to any Modern Slavery offence or any risk of a Modern Slavery offence within the Seller's organisation or supply chain, including if required the completion of a self-assessment questionnaire;
- (ii) take all steps to remedy or remove any part of the Seller's organisation or supply chain in which a Modern Slavery Offence has been committed (or any charges laid or orders made in relation to a Modern Slavery Offence).

21 Environmental Impact.

21.1 All major locations have implemented an environmental management system (EMS) in accordance with ISO 14001:2015 and have established an Environmental, Health and Safety policy (PDM Doc 90730673). As applicable to the goods or services provided in connection with this Order, Seller agrees to assist Buyer in reducing service, material and product life cycle environmental impacts by: obtaining and complying with required environmental permits; engaging in pollution prevention and waste reduction; improving environmental controls and processes; and complying with all Relevant Laws relating to the environment.

21.2 Buyer may reasonably request that Seller measure and report its sustainability and environmental progress and improvements to Buyer on a form provided by Buyer. If Seller provides goods or services to a Buyer location with a certified environmental management system, Seller agrees to comply with that location's operational controls relevant to Seller's activities, goods or services including those related to established significant environmental aspects.

22. Data Protection and Privacy

22.1 If the performance of the Order requires the Seller to collect or use on the Buyer's behalf any Personal Information (being any information about an identifiable individual), the Seller will only do so in accordance with the Privacy Laws and will take reasonable measures to prevent unauthorized or unlawful access to, disclosure of, or loss of such Personal Information.

22.2 If the Seller is aware of or suspects that, in providing the Goods under this order, a data or

system breach including an event that amounts to a Privacy Breach (as defined in the Privacy Act 2020) has occurred, the Seller must immediately notify and keep Buyer updated of all known details relating to the breach or incident.

22.3 Once any Personal Information collected or used by seller in the performance of the Order is no longer needed, this Order is terminated, or as otherwise directed by Buyer, the Seller will destroy the Personal Information or ensure that it is de-identified in accordance with any requirements of the Privacy Laws and provide written confirmation to Buyer of such action.

23. Sanctions

23.1 In providing Goods, Seller must comply with the individual sanctions regimes or laws of Australia, New Zealand, UK, EU or USA (Sanctions Laws). Seller must ensure they do not contract or deal directly with any individual or entity that is subject to any asset blocking or freeing requirement imposed under a Sanctions Law.

24. Governing Law

24.1 This Order and the transactions contemplated by it are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.