General

These terms and conditions ("Terms") shall be applicable to any order, agreement or request received by you ("Supplier") from Zenith Tecnica Ltd ("Purchaser") for goods and/or services of the Supplier required by the Purchaser ("Goods" and "Services"). All specifications and other data submitted by the Purchaser to Supplier relating to a purchase order are deemed to be included in that purchase order along with these Terms (collectively, each a "Purchase Order"). For the avoidance of doubt, any additional terms, conditions, specifications, drawings, data, or instructions specified by Purchaser in a Purchase Order are incorporated into these Terms by reference and in the event of a conflict or inconsistency with these Terms, shall take precedence over these Terms.

For the purposes of these Terms, "written" or "in writing" includes communication by email or other electronic form capable of being stored and reproduced.

Requirements

1. **ACCEPTANCE:** These Terms exclusively govern the relationship between Supplier and Purchaser and apply to each Purchase Order issued by the Purchaser under these Terms. The Purchaser and Supplier agree to be bound by these Terms. Acceptance of any Purchase Order issued by Purchaser is expressly limited to these Terms and the applicable Purchase Order. Purchaser shall not be bound by any additional or different terms of the Supplier unless expressly agreed in writing. Supplier's shipment of Goods or commencement of Services in response to a Purchase Order submitted by the Purchaser, shall constitute the Supplier's acceptance of that Purchase Order, together with these Terms, and any additional, different, or inconsistent terms of the Supplier shall not be binding on Purchaser. For the avoidance of doubt, nothing in these Terms obliges the Purchaser to issue any Purchase Orders or to purchase any minimum volume or value of Goods and/or Services from the Supplier. Any commitment to purchase Goods and/or Services will arise only upon the Purchaser issuing a Purchase Order in accordance with these Terms.

2. **PRICE:** Supplier shall invoice Purchaser at the prices set out in the relevant Purchase Order. If no price is stated on the Purchase Order, Goods and/or Services must not be furnished at a price higher than the last price paid by Purchaser to Supplier for comparable Goods and Services (unless there is written agreement between Purchaser and Supplier via email or other electronic form for the increased price). Supplier represents that the price charged for the Goods is the lowest price charged by Supplier to other customers, clients andpurchasers of a class similar to Purchaser under similar circumstances. Purchaser shall have the right to off--set any payment owed by Purchaser to Supplier, in whole or in part, against any payment or other obligation owed by Supplier to Purchaser. Purchaser may also withhold payment of any disputed invoice amounts, and Supplier shall continue to perform its obligations notwithstanding any such withholding.

3. **TAX:** Purchase price payable for Goods and Services is exclusive of GST unless stated otherwise. GST shall be added to the relevant purchase price by Supplier as required by applicable laws.

4. **SUPPLIER REPRESENTATIONS:** Supplier warrants and represents that it shall (1) provide to Purchaser the Goods and/or Services ordered in accordance with these Terms and as stipulated in each Purchase Order and otherwise in accordance with best industry standards; (2) keep Purchaser advised of the status of each Purchase Order; (3) permit duly authorised representatives of Purchaser reasonable access (subject to 24 hours notice) to Supplier's facilities from time to time to inspect the Goods and/or Services and review and observe the manufacture and processing of Goods and/or Services and/or examine all records related thereto; (4) provide Purchaser with such reports as are appropriate to the nature of the Goods and/or Services ordered and as may be reasonably requested by Purchaser from time to time; and (5) retain records and other documentation regarding the manufacture process; (6) If the Purchase Order includes Services, Supplier represents and warrants that: (a) such Services will be performed or provided by qualified individuals skilled and trained in the performance of such Services; (b) its providing of the Services will not violate or breach any obligation of Supplier to a third party; and (c) providing or performing the Services will not violate any third party patents, copyrights, trade secret, trademark or intellectual property rights. The above warranties and representations are in addition to any other express, implied or statutory warranties of Supplier and shall survive acceptance and use of the Goods or performance of the Services.

5. **CANCELLATION (Purchaser):** Purchaser shall have a right to terminate any Purchase Order, in the following circumstances: (1) Convenience: Purchaser shall have the right upon written notice to the Supplier, to cancel any Purchase Order for convience as to any undelivered Goods and/or Services under that Purchase Order. In such event, the Purchaser's liability shall be limited to Supplier's reasonable, documented, pre-approved, non-cancellable costs for raw materials directly procured for the relevant Goods and/or Services up to the date of cancellation of the Purchase Order, provided always that Purchaser shall not be liable for Supplier's lost profits, overheads, or consequential costs; (2) For late delivery: Purchaser shall have a right to immediately terminate a Purchase Order on written notice to Supplier and shall have no liability for cancellation of such Purchase Order if any Goods and/or Services the subject of that Purchase Order have not been delivered to Purchaser within twenty (20) working days after the required delivery date; (3) For default/bankruptcy: Purchaser may immediately cancel a Purchase Order in whole or in part at any time by written notice if Supplier defaults in the event of any proceedings, voluntary or involuntary, in bankruptcy or solvency, by or against Supplier, or in the event of the appointment with or without Supplier's consent of an assignee for the benefit of creditors or of a receiver; (4) If Supplier defaults in performance of its obligations hereunder or fails to make progress in the work for as to endanger its performance. Except as expressed otherwise in these Terms, upon any such cancellation, Purchaser shall have no liability under the Purchase Order. If the Purchaser terminates any Purchase Order under this clause, it may recover its costs relating to the cancellation from the Supplier. These costs may include (but are not limited to) costs

relating to engaging an alternative supplier to recommence or comple work that had been particulaly performed by the Supplier.

6. **CANCELLATION (Supplier):** Supplier may cancel a Purchase Order in whole or in part by written notice to Purchaser in the following circumstances: (1) Breach by Purchaser: If Purchaser commits a material breach of these Terms or the applicable Purchase Order and fails to remedy such breach within twenty (20) days after receiving written notice from Supplier specifying the breach; or (2) Non-Payment: If Purchaser fails to pay any undisputed amount due under a Purchase Order within ten (10) days of the due date and fails to remedy such non-payment within a further ten (10) days after written notice from Supplier.

7. **CANCELLATION RECOVERY:** If the Purchaser terminates, repudiates, or cancels any Purchase Order for Goods and/or Services prior to delivery, other than in accordance with clause 5 of these Terms, the Purchaser shall pay the Supplier all reasonable costs (including time, materials, and labour) and expenses actually incurred by the Supplier (but excluding any indirect and/or consequential costs) in relation to the preparation or production of such Goods and/or Services, provided that (1) such costs have been pre-approved in writing by Purchaser, (2) Supplier uses all reasonable endeavours to mitigate such costs; and (3) in no event shall such recovery exceed the lower of (a) the total Price stated in the applicable Purchase Order or (b) the documented direct non-cancellable costs incurred by the Supplier**.**

8. **WORK ON PREMISES:** If Supplier's obligations under the Purchase Order involve operations by Supplier on Purchaser’s premises, Supplier agrees to comply with, and require its employees and contractors performing such Services to comply with all the Purchaser’s occupational health and safety rules and regulations, as well as all other laws and safety regulations whilst on Purchaser's premises.

9. **PACKAGING:** In relation to all Goods to be delivered to Purchaser under any Purchase Order: (1) Supplier shall be responsible for safe packing, which must conform to the requirements of carrier's tariffs and any specific requirements in the Purchase Order. Supplier shall separately number all cases, packages, etc. showing the corresponding numbers on the invoices; (2) All itemised packing slips, bearing the Purchase Order number, must be placed in each container; (3) No extra charge shall be chargeable by Supplier for packaging materials unless authorised by Purchaser in the Purchase Order.

10. **DELIVERY:** Shipments or deliveries of any Goods or Services the subject of any Purchase Order by Supplier, shall be strictly in accordance with the quantities and the schedule specified in the relevant Purchase Order. Supplier shall promptly notify Purchaser in writing of the delay or potential delay of delivery of any Goods or Services the subject of a Purchase Order, and the estimated duration of the delay. This notification shall not relieve Supplier of its obligations. Supplier shall be responsible for cover (including necessary insurance cover) and for any incidental or consequential damages of Purchaser due to any delayed or potential delayed delivery of any Goods or Services the subject of a Purchase Order.

11. **INSPECTIONS:** All Goods and/or Services delivered to Purchaser pursuant to a Purchase Order shall be subject to inspection, test, and audit by Purchaser or its agent(s) at reasonable times and places. Neither the inspection, testing, nor audit of the Goods, nor the failure to do so shall constitute acceptance of the relevant Goods and/or Services or relieve Supplier from its responsibility for furnishing Goods and Services in strict compliance with the Purchase Order. Acceptance of all or part of the Goods or Services, use thereof and/or payment therefore or failure to notify Supplier promptly shall not waive Purchaser's right to reject, cancel, or return all or part of the Goods, to recover damages or to recover upon Supplier's warranties or agreements of indemnity. Purchaser may reject any Goods or Services that do not strictly comply with the relevant Purchase Order, including any applicable specifications. Payment for or acceptance of any part of a shipment or delivery of a Good and/or Service shall not bind Purchaser to accept future shipments of nonconforming Goods or Services or negate Purchaser's right to return nonconforming Goods or Services. All Goods or Services rejected by Purchaser shall be returned at Supplier's expense for both delivery and return transportation. No replacement or substitution of the rejected Goods or Services or any part thereof shall be made without Purchaser's prior written authorisation.

12. **INVOICES AND PAYMENT TERMS/DISCOUNTS:** 1) Invoices: Supplier will issue Purchaser a separate invoice for each shipment in respect of a Purchase Order. Unless otherwise specified in the relevant Purchase Order, no invoice shall be issued prior to the shipment of the relevant Goods or provision of Services and no payment will be due prior to receipt of Goods and/or Services and the corresponding invoice. Only undisputed amounts due will be payable by the due date. 2) Payment terms: Unless otherwise stated in the Purchase Order, Purchaser will pay for each invoice issued by Supplier in accordance with this clause within thirty (30) days of the end of the month in which the relevant Supplier’s invoice is received.

13. **WARRANTY:** Supplier represents and warrants that all Goods furnished and the Services provided to Purchaser pursuant to these Terms (including each Purchase Order) will: (1) be of merchantable quality; (2) be free from defects in material, workmanship and fabrication; (3) fully conform with the relevant Purchase Order, Purchaser's quality requirements and any standards or specifications furnished or specified by Purchaser in the relevant Purchase Order; (4) be of quality, quantity, size, description and dimension specified by Purchaser in the relevant Purchae Order; (5) be delivered free of any liens, securities, or encumbrances of any kind; and (6) be delivered and/or performed in a safe, proper and workmanlike manner in compliance with all applicable laws and regulations by duly trained and qualified employees or contractors. Such warranties are in addition to any other express, implied or statutory warranties of Supplier and shall survive acceptance and use of, and payment for, the Goods and/or Services by Purchaser.

14. **QUALITY:** During the term of this engagement, Supplier shall: (1) Implement and maintain a Quality Management System (“QMS”). Purchaser reserves the right to review and approve the Supplier’s QMS; (2) Use only customer-designated or Purchaser-approved suppliers, including for special processes; (3) Immediately notify Purchaser of any nonconforming Goods or Services, including deviations from drawing/specification requirements, and

obtain documented approval for their disposition; (4) Show evidence of processes to prevent the use of counterfeit parts (in respect of any Goods) wherever applicable; (5) Notify Purchaser in advance of any changes to Supplier's product, processes, suppliers, or manufacturing facility locations to the extent they relate to the Goods and/or Services and obtain Purchaser's approval before implementation; (6) Provide Purchaser with test specimens for design approval, inspection/verification, investigation, or auditing when requested; (7) Retain all records associated with each Purchase Order for a minimum of 15 years after the termination of these Terms , and ensure these are controlled, protected and accessible upon Purchaser's request; (8) Maintain traceability of all components, materials, and services supplied for medical or aerospace applications, including batch/lot traceability; (9) Ensure product cleanliness and contamination control, where applicable; (10) Maintain relevant and current technical data related to the processes, products, and/or services provided, including the identification and revision status of specifications, drawings, process requirements, and work instructions. Purchaser reserves the right of final approval of Goods and Services, including methods processes, equipment, and the final release of Goods and Services.

15. **STANDARDS:** In performing its obligations under these Terms (including providing the Goods and Services) Supplier shall at all times meet requirements that support compliance with ISO 13485 and AS9100 standards and Purchaser's business requirements whenever a Purchase Order specifies that the order is for medical or aerospace application. These requirements are to be considered terms and conditions applicable to all medical or aerospace-related purchases under these Terms. Purchaser, its customers, and regulatory authorities shall have right of access to the applicable areas of the Supplier's facilities and to all relevant documented information at any level of the supply chain related to medical or aerospace orders and to ensure Supplier's compliance with this clause.

16. **APPROVALS:** In respect of the Goods and Services to be provided by Supplier, Purchaser reserves the right to: (1) designate verification or validation activities to be performed at the Suppliers' premises by Purchaser or its customers; (2) approve or specify designs, tests, inspection plans, verification procedures and criteria for design and development; (3) identify and approve special requirements, critical items, and key characteristics; (4) approve or specify any testing, inspection, and verification methods including production process verification to ensure purchased product or service compliance, and; (5) define the use of statistical techniques for product acceptance and provide related acceptance criteria.

17. **EXPORT CONTROLS:** Supplier shall meet the requirements that support Purchaser to meet obligations under the US Export Controls regulations in connection with the Goods and Services. To this extent, Purchaser may require the Supplier and/or certain Supplier employees to provide personal information, including copies of passports, completed declarations, and related documentation necessary for export-control screening and due-diligence. Purchaser shall collect, use, store, and protect such personal information solely for the purpose of meeting export-control obligations and in accordance with the Privacy Act

2020. Purchaser, its customers, and regulatory authorities shall have the right to audit the Suppliers facilities and documentation to verify requirements are being met.

18. **AUDITS:** Supplier acknowledges and agrees that Purchaser is entitled to conduct audits and monitor the performance of the Supplier under these Terms, including but not limited to: (1) Quality of Goods or Services delivered; (2) On time delivery performance; (3) Export Controls Compliance; (4) Supplier risk rating; (5) Communication and responsiveness; (6) Pricing and competitiveness.

19. **RESPONSIBILITY:** In performing its obligations under these Terms, Supplier shall apply risk-based thinking in all relevant processes, including identifying, mitigating, and communicating risks that may affect product conformity, safety, or delivery. Configuration management shall be conducted through a documented change control process that includes identification, evaluation, documentation, communication, and approval of all proposed changes prior to implementation from Purchaser. Without limitation to the aforesaid, Supplier shall flow down all applicable requirements specified by Purchaser, including customer and regulatory requirements, to sub-tier suppliers and ensure their compliance. Supplier shall ensure its employees are aware of: (a) Their contribution to product and service conformity; (b) Their contribution to product safety; (c) The importance of ethical behaviour.

20. **BUSINESS CONTINUITY:** Supplier shall maintain and implement a business continuity and disaster recovery plans adequate to ensure uninterrupted supply of the Goods and/or Services. Supplier shall promptly notify Purchaser of any event which may materially affect its ability to perform its obligations, including but not limited to strikes, lockouts, facility closures, material shortages, or financial distress, and shall provide a mitigation plan on request.

21. **INDEMNITY:** Supplier shall indemnify, defend, and hold harmless Purchaser, its affiliates, officers, employees, and agents from and against all losses, damages, liabilities, claims, actions, penalties, fines, costs, and expenses (including legal costs on a solicitor–client basis) arising out of or relating to (1) any breach of these Terms and/or a Purchase Order by Supplier; and (2) any negligent or wilful act or omission of Supplier, its employees, contractors, or agents.

22. **INSURANCE:** Supplier shall, at all times, at its own expense, maintain general liability insurance, including product liability and professional indemnity, with coverage of not less than NZD $2,000,000 per occurrence and an aggregate annual limit of not less than NZD $2,000,000. Upon request, Supplier shall provide Purchaser with a current certificate of insurance evidencing such coverage. In the event of a claim relating to the Goods and/or Services, Purchaser shall have the right to liaise directly with Supplier's insurer for the purposes of verifying and evidencing costs, and the insurer shall be instructed to keep all Purchaser costings and related financial information strictly confidential and not disclose such information to Supplier without Purchaser's prior written consent. Where the Purchaser provides items, components, or materials to the Supplier for processing, handling, or

incorporation into Goods and/or Services, the Supplier acknowledges that such items may have significant cost associated with their manufacture prior to receipt. If required, Zenith Tecnica may supply estimated value of goods to the Supplier in advance of processing by the Supplier. The Supplier shall be responsible for ensuring such items are handled with appropriate care, and any loss of or damage to such items while in the Supplier's possession or control are at the risk of Supplier and may result in an insurance claim to cover the replacement value of the item, including all costs of manufacture or re-manufacture (as applicable) and not limited solely to the value of the Supplier's Services. The Supplier is not responsible for damage that may occur downstream in the production process, after components leave the premises of the Supplier. It should be noted however, that Zenith Tecnica relies on receiving accurate quality reports from suppliers as part of accepting goods. If Zenith Tecnica, or related party or customer later discovers inconsistencies between Supplier quality reports and actual results/components supplied, we reserve the right to seek remedy from the Supplier to recover the replacement value of the item. The same process shall apply in any circumstances where the Supplier is on the Purchase's site (or designated site) and causes any damage to the Purchaser's property (or designated site), including on-site equipment. Without limitation to the foregoing, where the Supplier, while on the Purchaser's site (or designated site), causes damage to the Purchaser's property (including any equipment on site), the Supplier shall be responsible for such damage. Any resulting loss may give rise to an insurance claim (including a claim for the replacement value of the damaged property) and shall be managed in accordance with the process set out in this clause 22. The Supplier must at all times hold adequate insurance to cover such risks.

23. **INTELLECTUAL PROPERTY (IP):** Supplier and Purchaser acknowledge and agree that: (1) Any existing intellectual property of either the Supplier or Purchaser which is not developed, prepared, or paid for under these Terms (including any Purchase Order) but is used for the purposes of this Agreement, including techniques, knowledge, information, practices, software, or code (in each case "Existing IP" of either the Supplier or Purchaser), together with any improvements, modifications, or additions to such Existing IP, shall remain the property of the original owner of the Existing IP; (2) Any new intellectual property, or modifications and additions to the Purchaser's Existing IP, that is developed by the Supplier specifically for Purchaser pursuant to a Purchase Order or has otherwise been commissioned and paid for in full by Purchaser pursuant to these Terms (in each case "Commissioned IP"), shall vest in and remain the exclusive property of Purchaser upon creation. Purchaser shall be free to use and deal with such Commissioned IP without restriction. The Supplier shall promptly disclose and do all things necessary to assign (or cause to be assigned) all rights in the Commissioned IP to Purchaser; (3) Any new intellectual property which is first generated, conceived, or developed independently to these Terms and any Purchase Order by the Supplier, and which is not an improvement to or derived from the Purchaser's Existing IP, nor developed as Commissioned IP, shall remain the property of the Supplier;(4) For the avoidance of doubt, unless otherwise agreed in writing, all other intellectual property, including inventions, designs, processes, software, data, and documentation, developed or created by the Supplier specifically for Purchaser while supplying the Goods and/or Services (whether Commissioned IP or otherwise) shall vest in and remain the exclusive property of Purchaser.

24. **COMPLIANCE WITH LAWS:** In performing its obligations pursuant to these Terms, Supplier shall at all times conduct business in a lawful, ethical, and responsible manner. At a minimum, the Supplier must comply with all applicable international, national, state, and local laws and regulations to the extent they relate to Supplier's obligations and performance of these Terms, including those relating to employment, human rights, the environment, health and safety, and trade. Supplier's failure to comply with its obligations under this clause shall constitute a material breach of these Terms by Supplier.

25. **CODE OF CONDUCT:** Supplier represents and warrants that it has read and will abide by Purchaser's Code of Company Conduct titled "Zenith Tecnica Code of Supplier Conduct" as amended from time to time by Purchaser for as long as Supplier provides the Goods and/or Services to Purchaser pursuant to these Terms.

26. **FORCE MAJEURE:** Strikes, riots, wars, insurrection, embargoes, acts of terrorism, fires, floods, pandemics or other casualties, government actions, acts of God, or other events beyond either party's reasonable control which shall affect either party's ability to perform its obligations under this Agreement, shall constitute valid grounds for suspension by the affected party without penalty or liability, upon written notification to the other party. Upon cancellation for such causes, the non-affected party may pay the affected party for direct expenditures reasonably incurred for labour and materials prior to receipt of such notice of suspension made under this clause.

27. **NO WAIVER:** No waiver of any provision contained in these Terms shall be valid unless made in writing and executed by the waiving party. The failure of either party to take action to enforce any of the provisions of the Terms shall constitute neither a waiver of a particular breach or any subsequent breach nor a waiver of either party's right to enforce any or all provisions of the Terms through any remedy granted by law or the Terms. Failure of Purchaser to insist upon strict performance shall not constitute a waiver of any of the provisions of the Terms or waiver of any other default.

28. **CONFIDENTIALITY/PUBLICITY/DATA PRIVACY:** Supplier agrees to treat as strictly secret and confidential all data and information supplied by Purchaser (Purchaser's Information) in connection with these Terms and each Purchase Order as confidential. Supplier shall not use or disclose same to any third party except to the extent necessary to perform its obligations under each Purchase Order. Supplier shall return all Purchaser's information to Purchaser (and shall expunge all such information from its systems) on Purchaser's request. Supplier shall not, without Purchaser's prior written consent, issue or release any public announcement, or other media release regarding any Purchase Order or these Terms. Each party acknowledges that it may collect, use, disclose, or store personal information about the other party's personnel, including for purposes such as export-control compliance, security screening, and contract administration. Each party shall comply with the Privacy Act 2020 in relation to such personal information and shall ensure that such information is used only for legitimate business or compliance purposes, is kept secure, and is not retained longer than necessary. To the extent Supplier receives any personal data including personal

health information (including, but not limited to, any patient medical records) pertaining or relating to any patient or customer ("Personal Data"), Supplier represents and warrants that it will comply with any and all applicable laws (including the Privacy Act 2020), rules and regulations and will keep the Personal Data confidential and not disclose such information to any third party without the express written consent of Purchaser. In the event Supplier discloses such information without the express written consent of Purchaser, Supplier shall immediately notify Purchaser of such disclosure and undertake all such actions required by Purchaser, including pursuant to clause 29 below.

29. **CYBERSECURITY:** At all times during the term of this engagement, Supplier shall implement and maintain appropriate technical and organisational measures, aligned with recognised information security standards (such as ISO/IEC 27001), to protect Purchaser's data, including personal data and confidential information, against unauthorised access, loss, alteration, or disclosure. Supplier shall ensure that all personnel and sub-tier suppliers handling such data are bound by equivalent obligations of confidentiality and data protection as Supplier under these Terms. Supplier shall notify Purchaser in writing of any actual or suspected data breach involving Puchaser's data within 48 hours of discovery, providing all relevant details necessary to assess the scope and impact of the breach. In the event of a breach of Supplier's obligations under this clause 29 and/or clause 28 or otherwise in connection with Supplier's failure to maintain adequate security controls, Purchaser reserves the right to recover from the Supplier any direct or indirect losses, costs, or damages incurred by Purchaser as a result of such breach or failure, including but not limited to costs associated with data recovery, regulatory penalties, loss of business, and damage to brand reputation.

30. **DISPUTE RESOLUTION:** (1) If any dispute, difference, or question arises between the parties in connection with these Terms (a "Dispute"), then before commencing any formal proceedings the parties must first seek to resolve the Dispute as follows: (a) The parties' authorised representatives must meet (in person or virtually) within 10 days of a written notice of the Dispute being given by either party, and use reasonable endeavours to resolve the Dispute in good faith; and (ii) If the Dispute is not resolved within 15 days after the meeting (or such longer period as the parties may agree in writing), either party may refer the Dispute to mediation by a mediator agreed by the parties, or failing agreement within 10 days, appointed by the President of the New Zealand Law Society (or their nominee). The costs of the mediator will be shared equally; (2) If the Dispute is not resolved by mediation within 20 days of appointment of the mediator (or such longer period as the parties may agree in writing), then either party may commence court proceedings in New Zealand; and (3) Nothing in this clause prevents a party from seeking urgent interlocutory relief from a court where necessary to protect that party's rights.

31. **GOVERNING LAW/JURISDICTION:** These Terms are to be governed by and construed in accordance with New Zealand law. The parties submit to the exclusive jurisdiction of the New Zealand courts. The parties will not object to the exercise of jurisdiction by those courts on any basis.

32. **ASSIGNMENT:** Supplier's rights, duties and obligations under this these Terms (including any Purchase Order) shall not be assignable, transferable or delegable by Supplier without the prior written consent of Purchaser, which consent may be withheld in its sole discretion. For the purposes of this clause, any change in the direct or indirect ownership or control of the Supplier shall be deemed to constitute an assignment for which the prior written consent of the Purchaser is required. Purchaser may assign its rights and obligations hereunder.

33. **NOTICES:** All communications and notices between the parties relating to these Terms and any Purchase Order shall be in writing and addressed to the receiving party at the address provided on the relevant Purchase Order or as otherwise provided by the party. All such notices and communications shall include the Purchase Order Number. Notices shall be deemed received: (1) if delivered by hand or courier, on the date of delivery; (2) if sent by pre-paid post, five (5) Business Days after posting (or seven (7) Business Days if posted internationally); and (3) if sent by email, at the time the email leaves the sender's outbox, provided that no error or "bounce-back" message is received. If sent after 5.00 pm on a Business Day, or on a day that is not a Business Day, it shall be deemed received at 9.00 am on the next Business Day. For the purposes of this clause, "Business Day" means a day (other than a Saturday, Sunday, or public holiday) on which registered banks are open for general banking business in Auckland, New Zealand.

34. **ENTIRE AGREEMENT:** These Terms, together with each Purchase Order, constitute the entire agreement between the Purchaser and the Supplier with respect to the supply of the Goods and/or Services and supersede all prior agreements, understandings, negotiations, and communications, whether written or oral, relating to such subject matter. No amendment or modification of these Terms shall be binding unless made in writing and signed by an authorised representative of each party.

35. **SURVIVAL:** Termination or expiration of these Terms or any Purchase Order shall not affect the continuing obligations of the parties under any provision of these Terms which, by its nature, is intended to survive, including but not limited to confidentiality, intellectual property ownership, indemnity, warranties, audit rights, and governing law.

36. **SEVERABILITY:** If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

37. **FURTHER ASSURANCES:** Each party agrees to execute and deliver any documents and to do all things as may reasonably be required by the other parties to obtain the full benefit of these Terms (including any Purchase Order) according to its true intent.