

STANDARD PURCHASE TERMS

All purchases of Goods and Services by Caldic are governed by these terms unless a separate written contract is established. Caldic reserves the right to modify these terms at its sole discretion, with any changes applying to Orders placed after the date of the modification, or immediately if there is no existing Order

1. Defined terms

“Agreement” means these terms, together with each Order (if any) sent to Supplier(s).

“Business Day” means any day not being a Saturday or Sunday, or a public holiday observed in Vietnam.

“Caldic” means Connell Bros. (Vietnam) Company Limited (Enterprise code number: 0306104694) having its registered office at Floor 13, 8-10 Mai Chi Tho Street, Thu Thiem Ward, Thuc Duc City, Ho Chi Minh City, Vietnam.

“Supplier(s)” means the vendors, suppliers who provides Goods or/and Services to Caldic.

“Conflict of Interest” refers to any scenario in which Supplier's or Supplier's personnel's personal or business interests or duties either conflict, could potentially conflict, or appear to conflict with Supplier's responsibilities under this Agreement, thereby compromising or calling into question Supplier's or Supplier's personnel's independence, objectivity, or impartiality.

“Goods” refers to the items (and any other outcomes of the Services) that Supplier(s) are to supply, as specified in an Order.

“Group Company” means Caldic and any of its subsidiaries, or any entity that, directly or indirectly, controls, is controlled by, or is under common control with Caldic.

“Order” refers to any order, email, or other document issued by Caldic to Supplier(s), detailing aspects such as the Goods, Services, and price.

“Party” means either Caldic or the Supplier; together the *Parties*.

“Services” means the services to be performed by Supplier(s), including as set out in an Order.

2. Duration

These terms are applicable for the duration specified in any Order, or otherwise for the period during which Supplier(s) supply Goods or Services to Caldic.

3. Payment

Supplier(s) may issue invoices (which must be valid for tax purposes) at the times specified in any Order. Otherwise, invoices may be issued when the Goods or Services have been provided to Caldic's satisfaction, as communicated by Caldic to Supplier(s). Except to the extent Caldic reasonably disputes an invoice, Caldic will pay Supplier(s) by the 60 days following the date Caldic receives the invoice.

4. Title, risk, and delivery

The risk in the Goods will transfer to Caldic upon the later of delivery or payment. The title to the Goods will transfer to Caldic upon the earlier of delivery or payment.

If Caldic informs Supplier(s) in writing (via email) that the Goods are unsatisfactory, the Goods will be held by Caldic until Supplier(s) collect them (no later than 15 days of receipt of such email notice) and issue a refund, at which point the title will revert to Supplier(s). The risk in the Goods will transfer back to Supplier(s) upon the earlier of either the Goods being collected or the refund being provided.

Goods must be shipped and delivered within the timeframes specified in the Order, or otherwise within 15 days of Caldic placing the order. If these timeframes are not met, Caldic may, without limiting its other rights, cancel any unfulfilled part of the purchase. Caldic is not obligated to accept partial or incomplete deliveries. Receiving a part of a purchase does not bind Caldic to accept future deliveries. Neither Caldic's receipt of a delivery nor any signature provided at the time will imply that the Goods or Services are satisfactory to Caldic.

5. Warranties

Supplier(s) warrant that:

- (a) The Goods will conform in all aspects to the specifications agreed by Caldic and samples provided;
- (b) The Goods will be adequately packaged and securely stored until delivery;
- (c) The Goods will be free from any defects, including latent defects;
- (d) Caldic will obtain clear title to the Goods;
- (e) If Supplier(s) install the Goods, they will be properly installed and integrated into Caldic's systems and property, and will be compatible with them without causing damage;
- (f) The Goods will meet Caldic's requirements, be suitable for Caldic's intended use and purpose, and meet Caldic's specified specifications;
- (g) Caldic's use of the Goods and receipt of the Services under this Agreement will not infringe upon the rights of any other person;
- (h) Supplier(s) possess and will maintain all necessary consents, licenses, and authorities to provide the Goods and Services;
- (i) The Services will be performed promptly with due diligence, care, and skill by appropriately trained, qualified, experienced, and supervised individuals;
- (j) All information provided by Supplier(s) in connection with this Agreement is accurate, complete, and truthful;
- (k) Supplier(s) do not have any conflicts of interest related to this Agreement.

These warranties are in addition to any other warranties and guarantees implied by law.

6. Health & Safety & Security & Compliance:

Supplier(s) are required to:

- (a) Comply with all laws and regulations which are applicable to Supplier's supply of the Goods/provision of the Services.
- (b) Comply with Caldic's Supplier Code of Conduct.
- (c) Consult, cooperate, and coordinate with us to ensure that both parties comply with the HSW Act as it pertains to this Agreement;
- (d) Ensure compliance, and ensure that Supplier's personnel comply, with their obligations under the HSW Act;
- (e) Adhere to all reasonable directives from us regarding health, safety, and security; and
- (f) Promptly report to us any health and safety incidents, injuries, near misses, or notices issued under the HSW Act that pertain to or impact this Agreement.

7. Employment standards:

Supplier(s) must:

- (a) Comply with International Treaties, International Conventions on Labor and Employment as well as regulations of the country where the Supplier is established and operates; and
- (b) Fully comply with the applicable laws and regulations of Vietnam relating to labour, including but not limited to the Labour Code, Law on Social Insurance, Law on Employment, Law on Occupational Safety and Hygiene, and relevant guiding documents. The Supplier must ensure the fulfillment of obligations related to wages, working hours and rest periods, social insurance, health insurance, unemployment insurance, public holidays, annual leave, and maternity benefits for employees; and
- (c) Notify us of any instances where Supplier(s) are under investigation by the Labour Inspectorate, or where Supplier(s) have been found by the Labour Inspectorate, Employment Relations Authority, or the Employment Court to have violated any of the legislation mentioned in clause 7(a)

8. Access, security, and conduct

Caldic will grant Supplier's personnel access to its premises as needed for the provision of Goods and Services. Supplier(s) are responsible for ensuring Supplier's personnel adhere to Caldic's security and operational requirements, code of conduct, and other applicable policies and procedures, as communicated to Supplier(s) periodically. Caldic reserves the right to deny access to Supplier's personnel if they fail to meet these requirements. Supplier(s) must promptly notify Caldic in writing if Supplier(s) become aware of any of the following within such premises:

- (a) any hazard, potential hazard, situation or potential situation where harm may result;
- (b) any accident or serious harm to any person (in such case Supplier(s) must promptly notify Caldic);
- (c) any improvement or prohibition notice is likely to be, or has been issued.

9. Confidentiality

Each Party will keep confidential the other's confidential information, except:

(a) pursuant to applicable law;

(b) where the information becomes part of the public domain through no fault of the Party receiving the information.

Notwithstanding anything to the contrary, each party may disclose any information to other members of its Group, employee/service provider in charge of work related to contract implementation, audit according to legal regulations, lawyer, litigation agency, dispute resolution (if any) and any information required to be disclosed by law without prior notice to the other Party.

10. Intellectual property

Ownership of intellectual property existing prior to this Agreement remains unaffected by this Agreement. All intellectual property created or discovered by Supplier(s) in performing this Agreement will automatically belong to Caldic upon creation. For intellectual property provided to Caldic that is not owned by Caldic, Supplier(s) grant Caldic a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and sublicensable license to use, copy, distribute, sublicense, reproduce, modify, adapt, publish, transmit, translate, create derivative works from, display, and perform that intellectual property, whether publicly or otherwise.

11. Liability

Supplier(s) indemnify and hold Caldic harmless from any claims, demands, costs, expenses (including attorney fees) arising from product quality issues arising from the Goods supplied.

If Caldic is liable to Supplier(s) under or in connection with this Agreement (including in contract, tort, or equity), Caldic's maximum liability to Supplier(s) is limited to the total payments made to Supplier(s) under this Agreement.

12. Force Majeure

Neither Party will be held liable for failure to fulfill its obligations due to events beyond its reasonable control, excluding strikes and labor disputes. The Party affected by such an event will make every reasonable effort to prevent or eliminate its cause and fulfill its obligations.

13. Termination

Supplier Termination Request: At any time during the term of this Agreement, the Supplier may notify Caldic of its intention to terminate the Agreement. Within 10 Business Days of receiving the Supplier's notice, Caldic will inform the Supplier whether it, at its sole discretion, consents to the Supplier's termination request. If Caldic:

- (a) Consents, the Agreement will be terminated on a mutually agreed date between the Parties; or
- (b) Does not consent, the Agreement will continue in full force as if the Supplier's termination notice had not been given.

Caldic's termination for convenience:

Caldic may terminate this Agreement at any time by giving not less than five Business Days' written notice to the Supplier.

Without limiting any other rights, Caldic may terminate this Agreement by written notice if:

- (i) There is a material breach of this Agreement by the Supplier;
- (ii) An event as described in clause 12 persists for more than 5 days; or
- (iii) In Caldic's reasonable opinion, the Supplier is experiencing or is likely to experience a significant financial issue.

At the conclusion of this Agreement, each Party will return all property and information belonging to the other Party. Termination of this Agreement will not prejudice any rights that have accrued prior to termination or that, by their nature, survive termination.

14. Communication with Caldic

All notices to Caldic in connection with this Agreement must be directed to:

Supply Chain Management, Connell Bros. (Vietnam) Company Limited (Enterprise code number: 0306104694) having its registered office at Floor 13, 8-10 Mai Chi Tho Street, Thu Thiem Ward, Thuc Duc City, Ho Chi Minh City, Vietnam.

15. Subcontracting

The Supplier shall not subcontract any part of this Agreement to another party without the prior written approval of Caldic

The Supplier remains responsible for delivering the Goods/Services under this Agreement even if certain aspects of the Agreement are subcontracted (subject to Caldic's prior approval).

The Supplier must ensure that:

- (a) each subcontractor is paid promptly;
- (b) each subcontractor is aware of the relevant Caldic policies;
- (c) each subcontractor is fully aware of the Supplier's obligations under this Agreement; and
- (d) any subcontract it enters into is on terms that are consistent with this Agreement.

16. Protecting Personal Information

Personal Information has the same meaning as defined in Decree No. 13/2023/ND-CP of the Government on personal data protection, relevant legal documents and international Conventions and Treaties to which the Socialist Republic of Vietnam is a member (*hereinafter called "Laws on Personal Data Protection"*).

The Supplier agrees:

- (a) to use or disclose Personal Information solely for the purposes of delivering Goods/Services and complying with this Agreement, including reporting obligations;
- (b) not to engage in any actions that would violate an information privacy principle as defined in the Laws on Personal Data Protection, which, if performed or engaged in by an agency under the Laws on Personal Data Protection, would constitute a breach of that information privacy principle
- (c) to otherwise comply with the Laws on Personal Data Protection;
- (d) to promptly notify Caldic if the Supplier becomes aware of any breach or potential breach of the Laws on Personal Data Protection, whether by itself or any of its subcontractor;
- (e) to ensure that all personnel of the Supplier who handle Personal Information for the purposes of this Agreement are informed about and adhere to the obligations outlined in this clause 16; and
- (f) this clause 16 survives the expiration or earlier termination of this Agreement.

17. Resolving disputes

This Agreement will be governed by Vietnam law. The Parties will make every effort to resolve any disputes or differences that may arise under this Agreement through direct negotiation. Where the parties are unable to negotiate within 30 (thirty) days from the date of aising dispute, such disputes shall be settled by a competent Court under the proceeding provisions of Vietnam at the time the Court handles such disputes. Each Party will bear their own costs associated with resolving the dispute. All expenses relating to the court fess and other damages shall be borne by the non-prevailing party.

18. General

- (a) Supplier(s) may not assign any of Supplier's rights under this Agreement to a third party.
- (b) Supplier(s) must maintain complete and accurate records of all matters related to this Agreement, and provide them to Caldic upon request.
- (c) No waiver under this Agreement is effective unless it is in writing.
- (d) Nothing in this Agreement establishes a partnership, agency, or employer/employee relationship.
- (e) This Agreement constitutes the entire agreement between the parties concerning the Goods and Services.
- (f) This Agreement does not grant the Supplier any rights to be the sole or exclusive supplier to Caldic.
- (g) Caldic may assign or transfer its obligations under this Agreement, either in whole or in part, to any Group Company.