

STANDARD PURCHASE TERMS

All purchases of Goods and Services (as defined below) by Caldic Korea Ltd. (“**Caldic**”) shall be governed by these terms unless a separate written contract is established. Caldic reserves the right to modify these terms at its sole discretion, and shall provide notice 7 days in advance of the applicable date if revising these terms and shall provide notice 30 days in advance if changing these terms to the effect that they unfavorable to a Supplier. Provided, however that, any changes related to a new service function that is more favorable to a Supplier or any changes made due to a legal requirement may take effect immediately. The Supplier shall have the right to refuse the revised terms and, if the Supplier does not agree to the revised terms, may request termination of the Agreement, and shall be deemed to have agreed to the changes made to such revised terms if it continues to provide Goods and Services following the effective date of the revised terms.

1. Defined terms

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

“**Business Day**” means any day not being a Saturday or Sunday, or a public holiday observed in Republic of Korea.

“**Caldic**” means Caldic Korea Ltd. incorporated in Republic of Korea with 102-81-35406 whose registered office is at 18th Floor, 361, DMC 1aan Sangam 2 Complex, World Cup buk-ro, Mapo-gu, Seoul, Republic of Korea;

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

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

“**Labor Law**” means the employment-related laws of the Republic of Korea.

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

“**Party**” means either Caldic or the Supplier; together hereinafter referred to as the *Parties*.

“**Personal Information Protection Act**” refers to local Personal Data Protection Laws and their implementing regulations as enacted, amended, revised, replaced or changed from time to time.

“**Services**” means the services to be performed by the Supplier, 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 the Supplier supplies Goods or Services to Caldic.

3. Payment

The Supplier may issue invoices together with a tax invoice (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 the Supplier. Except to the extent Caldic reasonably disputes an invoice, Caldic will pay the Supplier by the 20th day of the month following the month in which ~~Caldic receives the invoice~~ the payment falls due.

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, whichever is earlier.

If Caldic informs the Supplier in writing (via email) that the Goods are unsatisfactory, the Goods will be held by Caldic until the Supplier collects them (no later than 15 calendar days of receipt of such email notice) and issue a refund, at which point the title will revert to the Supplier. The risk in the Goods will transfer back to the Supplier 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 calendar 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. Caldic shall inspect without delay the Goods or Services provided, and shall immediately notify the Supplier if they are unsatisfactory to Caldic. Provided, however that, if there are defects which cannot be immediately identified, Caldic may provide notice within 6 months from the date of being provided the relevant Goods or Services. 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. In the event of an overshipment of Goods, Caldic shall only be obligated to pay for the maximum quantity of Goods specified in the Order. All excess Goods delivered beyond the maximum quantity ordered shall be held by Caldic at the Supplier’s risk and expense. The Supplier shall promptly provide instructions regarding the disposition of the excess Goods. If no instructions are received within a reasonable time, Caldic may, at its discretion, return the excess Goods to the Supplier at the Supplier’s cost or dispose of them in a manner Caldic deems appropriate.

5. Warranties

The Supplier hereby warrants 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; Notwithstanding anything to the contrary in this Agreement, there shall be no limitation on the timeframe for reporting or remedying latent defects in the Goods, provided that such reporting and remedy occur within the shelf life of the Goods as specified in the relevant Order or product specifications. Should any latent defects be discovered, the Supplier shall, at its own expense, promptly remedy the defects or replace the defective Goods with conforming Goods, to Caldic's satisfaction.
- (d) Caldic will obtain clear title to the Goods;
- (e) If the Supplier installs 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 (and where applicable, Caldic's customers') 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) The Supplier possesses 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 the Supplier in connection with this Agreement is accurate, complete, and truthful;
- (k) The Supplier does 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. Shelf Life Requirement

- (a) All Goods supplied to Caldic must, at the time of shipment, have either (a) at least 75% of their total labelled shelf life remaining, or (b) a minimum of 12 months' shelf life remaining.
- (b) Where you are unable to supply Goods meeting the above shelf life requirement, you must, prior to shipment, provide Caldic in writing with the relevant batch details, manufacturing date, expiry date and calculated remaining shelf life. Such Goods shall not be dispatched until Caldic has given its prior written acceptance. Caldic's acceptance of any non-compliant Goods shall not constitute a waiver of this clause for future shipments.

7. Health & Safety & Security & Compliance:

The Supplier is required to:

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

8. Employment standards:

The Supplier must:

- (a) comply with Labor Law, including, but not limited to, the Korean Labor Standards Act, minimum wage provisions in accordance with each relevant local government (i.e., governor, regent, and/or mayor regulations), and other relevant labor-related laws and regulations; and
- (b) Notify Caldic of any instances where the Supplier is under investigation by the Ministry of Employment and Labor, or where the Supplier has been found by the Ministry of Employment and Labor to have violated any of the legislations mentioned in clause 7(a).

9. Access, security, and conduct

Caldic will grant the Supplier's personnel access to its premises as needed for the provision of Goods and Services. The Supplier is responsible for ensuring its personnel adhere to Caldic's security and operational requirements, Code of Conduct, and other applicable policies and procedures, as communicated to the Supplier periodically. Caldic reserves the right to deny access to the Supplier's personnel if they fail to meet these requirements. The Supplier must promptly notify Caldic in writing within a maximum period of 3 Business Days from the Supplier becoming 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 the Supplier must promptly notify Caldic);
- (c) any improvement or prohibition notice is likely to be, or has been issued.

10. Confidentiality

Each Party undertakes not to disclose in any way to any third party this Agreement or any information obtained in connection with the conclusion or performance of this Agreement and which it knows or should reasonably know to be of a confidential nature.

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.

Where possible, the disclosing Party shall consult the other Party prior to disclosure about the form and contents of the disclosure.

11. Intellectual property

Ownership of intellectual property existing prior to this Agreement remains unaffected by this Agreement. All intellectual property created or discovered by the Supplier in performing this Agreement will automatically belong to Caldic upon creation. For intellectual property provided to Caldic that is not owned by Caldic, the Supplier grants 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.

12. Liability

The Supplier indemnifies and hold Caldic harmless from any claims, demands, costs, expenses (including attorney fees) arising from product quality issues arising from the Goods supplied, unless arising from Caldic's intentional or gross negligence.

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

13. 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.

14. 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 5 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) Provides consent that this 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, unless Caldic commits a serious breach of the Agreement.

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 13 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, which makes it difficult for the Supplier to perform the Agreement.
- (iv) If the Supplier alters the price or any terms of this Agreement without the prior written consent of Caldic. Such termination will be effective as of the date specified in the notice of termination.

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.

15. Communication with Caldic

All notices to Caldic in connection with this Agreement must be directed to the personnel of purchasing in Caldic organization.

16. 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.

17. Protecting Personal Information

Personal Information has the same meaning as defined in the Korean Personal Information Protection Act.

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 constitute personal data breaches as stipulated in the Personal Information Protection Act;
- (c) to otherwise comply with the Personal Information Protection Act and any code established under the Personal Information Protection Act;
- (d) to promptly notify Caldic if the Supplier becomes aware of any breach or potential breach of the Personal Information Protection Act, 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 17; and
- (f) this Clause 17 survives the expiration or earlier termination of this Agreement.

18. Resolving disputes

- (a) The Parties agree to use all reasonable efforts to attempt to amicably resolve all disputes arising hereunder promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any such dispute.
- (b) The Parties irrevocably agree that in the event that the Parties are failing to reach an amicable settlement within 30 Business Days, any dispute, controversy, or conflict in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), shall be settled by the courts of the Republic of Korea.

19. General

- (a) The Supplier may not assign any of its rights under this Agreement to a third party.
- (b) The Supplier 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 will be governed by the laws of the Republic of Korea.
- (g) This Agreement does not grant the Supplier any rights to be the sole or exclusive supplier to Caldic.
- (h) Caldic may assign or transfer its obligations under this Agreement, either in whole or in part, to any of its affiliate companies.