

1 The Contract.

- 1.1 **Offer and Acceptance.** Each purchase order that Tritium Power Solutions, Inc., Tritium NextGen Solutions B.V., Tritium Power Solutions Limited or Tritium Power Solutions Pty Ltd as the case may be ("**Tritium**") issues ("**Purchase Order**") is Tritium's offer to purchase the products ("**Products**") and services ("**Services**") identified in that Purchase Order in accordance with these Purchasing Terms (this "**Agreement**"). Seller will be deemed to have accepted a Purchase Order as issued (i) if Seller fails to object to it in writing within ten (10) business days after receipt and has begun or later begins performance under the Purchase Order, or (ii) if Seller acknowledges in writing its acceptance of the Purchase Order. Upon acceptance, the Purchase Order, together with this Agreement and any specifications, drawings, Tritium requirements (including any notified Tritium customer requirements), quality requirements, and other documents incorporated in the Purchase Order, will become a binding contract between Tritium and Seller (collectively, the "**Contract**"). This Contract takes precedence over any other terms and conditions of Seller unless Tritium and Seller expressly agree otherwise in writing. The subsequent inclusion of the Seller's terms and conditions on their invoice for the Products and Services does not alter that position.

2 Delivery.

- 2.1 **Packing and Shipment.** Tritium may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller will pack and ship Products in accordance with Tritium's instructions, including labelling and hazardous materials instructions. If Tritium has not provided packing or shipping instructions, Seller will pack and ship Products in accordance with sound commercial practices. If Seller is required to use Tritium's returnable packaging, Seller will be responsible for cleaning and returning the returnable packaging. If Tritium's returnable packaging is not available, Seller may use expendable packaging and Tritium will reimburse Seller for the reasonable costs of expendable packaging.
- 2.2 **Delivery Schedules.** Time is of the essence for the Contract. Seller will deliver Products and Services in strict accordance with the Contract terms. Unless otherwise stated in the Contract, Products will be delivered DDP Tritium's nominated address (Incoterms 2020) (unless agreed otherwise). Title will transfer upon

receipt of the Products at the final destination. If Products are not ready for delivery in time to meet Tritium's shipping schedules, without limiting Tritium's other rights under the Contract, the party causing the delay will be responsible for any additional costs of consequent expedited or other special transportation and storage. Tritium will also be responsible for additional costs of expedited or other special transportation that Tritium may request for reasons other than a delay caused by or on behalf of Seller.

3 Inspection.

Tritium may, upon reasonable advance notice to Seller, access and inspect production processes and property and conduct such testing at Seller's premises as Tritium deems appropriate for the sole purpose of verifying Seller's performance under the Contract. Tritium is not required to inspect Products delivered or Services performed, and no inspection or failure to inspect will reduce or alter Seller's obligations under the Contract or reduce or prejudice Tritium's rights under the Contract or otherwise.

4 Taxes.

Unless otherwise stated in the Contract, the Contract price includes all applicable federal, state, provincial, and local taxes other than sales, value added, or similar turnover taxes or charges. Seller will specify any sales, value added, or similar turnover taxes or charges that Seller is required by law to collect from Tritium as a separate line item in any invoice issued by Seller.

5 Payment.

Seller must invoice Tritium for delivered Products, within seven (7) days of delivery in accordance with the prices specified in the Contract. Any invoice must include any supporting documentation or other information and be in the form reasonably required by Tritium. Tritium may withhold payment until a correct and complete invoice or other required information is received and verified. Tritium will pay any undisputed invoices in the required form within sixty (60) days from the date of receipt of such invoice. Seller will accept payment by check or other cash equivalent, including electronic funds transfer. Tritium will pay Seller in the currency specified in the Contract or, if none is specified, in the currency of Seller's shipping or service location. Tritium may setoff or deduct from any sums owed to Seller under the Contract those sums owed by Seller to Tritium, or agreed to between the

parties, or upon final determination by dispute resolution in the event of any disputed amounts.

6 Product Warranties.

- 6.1 **Seller's Warranties.** Seller warrants to Tritium that (i) the Products will be fit for purpose, free from defects in workmanship and materials, and will conform to the specifications, drawings, samples and any other requirements incorporated in the Contract, (ii) the Seller will provide any Services using properly qualified and experienced personnel, (iii) the Products and the provision of the Services will comply with all applicable laws, and (iv) Seller has and will transfer to Tritium ownership and good title to Products delivered and Services provided, free of all liens, encumbrances, and rights of third parties (except those created by Tritium). The warranty in subclause (i) will continue for the warranty period specified in the Contract from the date of receipt of the Products or Services by Tritium, or where not specified, three (3) years from that date of receipt.

The other warranties provided for in subclauses (ii) – (iv) will continue for the life of the Products and Services.

- 6.2 **Non-Conforming Products.** Tritium's remedy for Products or Services that do not conform to the warranties in Section 6.1 will be to reject the non-conforming Products or Services or to require Seller, at Seller's option and expense (including applicable shipping and or site attendance costs), to either repair or replace the non-conforming Products or Services and Seller will indemnify Tritium in relation to such repairs and replacements. To the fullest extent possible, Seller will provide Tritium with access to any available warranty data related to the Products and any available field-returned Products. Seller will also provide Tritium with an opportunity to participate in any root cause analysis performed by Supplier concerning the Products.

- 6.3 **Recalls.** This Section 6.3 applies to any voluntary or government-mandated offer by Tritium to its customers to remedy a defect (a "**Recall**"). Seller will be liable for and indemnify Tritium in relation to any costs and damages resulting from a Recall if and to the extent the Recall results in whole or in part from a failure of the Products or Services to conform to the warranties in Section 6.1. Tritium must (i) notify Seller as soon as practicable after Tritium learns that a Recall being considered implicates the Products or Services; (ii) provide Seller with available warranty data, customer complaints, performance evaluations, accident reports,

engineering investigations, communications with governmental agencies and other data relating to the potential Recall; (iii) provide Seller a reasonable opportunity to participate in inquiries and discussions among Buyer, its customer, and governmental agencies regarding the need for and scope of the Recall; and (iv) consult with Seller about the most cost-effective method of remedying the alleged defect or non-compliance.

7 Product Liability.

Seller will indemnify and defend Tritium against third-party claims asserted against Tritium or its customers for bodily injury, death, or property damage and any resulting damages, losses, costs, and expenses (including legal fees), if and to the extent caused by the Products or provision of Services. The parties will cooperate with each other to determine the root cause of a defect in or failure of the Products and an equitable allocation of responsibility among all responsible parties. Seller may examine and test all available Products that are subject to a third-party claim. Tritium will endeavour to include Seller in settlement discussions where any indemnity has been or will be sought from Seller, and Tritium may not settle or compromise any third-party claim that gives rise to an indemnification claim without Seller's prior written consent, which will not be unreasonably withheld.

8 Compliance with Laws.

Seller will comply with applicable laws, rules and regulations of the country where the Products are manufactured, or the Services are performed. Seller will provide Tritium with material safety data sheets regarding the Products and, upon Tritium's request, will provide Tritium with other information reasonably required in order to comply with applicable laws.

9 Intellectual Property Rights.

- 9.1 **Ownership.** Except as stated in this Section 9.1, Seller does not transfer to Tritium any patent, trade secret, trademark, service mark, copyright, or other intellectual property right ("**Intellectual Property Right**") related to the Products, other than the right to incorporate, license and sub-license Products purchased from Seller into Tritium's products and to sell those to the public. Further all material provided by Tritium to Seller ("**Tritium Material**") shall remain the exclusive property of Tritium – nothing in this Agreement grants Seller any

Intellectual Property Rights in the same. Seller grants to Tritium a royalty-free, worldwide, non-exclusive, irrevocable right and license to use Seller's Intellectual Property Rights in its Products and Services, including the right to develop its own Intellectual Property Rights which will vest in Tritium on creation. Seller transfers Tritium any Intellectual Property Rights related to the output of any Services provided by Seller.

- 9.2 Licensing. Tritium grants Seller a limited, revocable, non-sublicensable right to exercise the Intellectual Property Rights in respect of Tritium Material for the sole purpose of the production of the Products or provision of the Services pursuant to the Contract. Seller must not supply Products or Services based on the Tritium Material to any other party, or use Tritium Material, directly or indirectly (including knowledge gleaned from making the Products) to develop, sell or distribute goods that are similar to, or competitive with, the Products.
- 9.3 Non-Infringement. Seller warrants that any creative work will be original work and will not infringe any third party's intellectual property rights, and it has rights to use (and licence) all third-party intellectual property that will form part of Product (including firmware and software) supplied to Tritium.
- 9.4 Indemnification. Subject to Section 9.5, Seller will indemnify and defend Tritium and its customers against claims, liabilities, losses, damages, costs and expenses, including legal fees, arising out of the actual or alleged infringement by the Products or Services of a third-party Intellectual Property Right worldwide. If a claim under this Section 9.3 results, or is likely to result, in an injunction or other order that would prevent Seller from supplying or Tritium from using Products or Services for their intended purpose, without limiting Tritium's other rights under the Contract, Seller will at Tritium's option and its expense (i) secure a license of the Intellectual Property Right that permits Seller to continue supplying the Products or Services to Tritium, (ii) modify the Products or Services so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products or Services, or (iii) replace the Products or Services with non-infringing but practically equivalent Products or Services.
- 9.5 Limitation of Liability. Seller will have no liability under Section 9.4 unless, subject to the requirements of Tritium's insurers, Tritium

provides Seller with full information, cooperation, and assistance regarding, and authority to defend, a claim covered by Section 9.4. Seller will have no liability under Section 9.4 if and to the extent that a claim of infringement is solely based on (i) a Product modification made by Tritium or a third party, (ii) a Product modification made by Seller at Tritium's request, or (iii) use or interconnection by Tritium of the Product in combination with other products not made or sourced by Seller which causes the alleged infringement.

10 Property.

- 10.1 Tritium's Property. Tritium will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials and other equipment and property used by Seller to manufacture, store and transport Products or provide Services ("**Property**") if (i) the Property is so designated in the Contract, or (ii) Tritium or its customer has provided or paid for the Property ("**Tritium's Property**"). Seller will assign to Tritium contract rights or claims in which Seller has an interest with respect to Tritium's Property and execute all documents reasonably requested by Tritium to evidence Tritium's or its customer's ownership of Tritium's Property. Seller will indemnify and defend Tritium against claims or liens adverse to Tritium's or its customer's ownership of Tritium's Property except those that result from the acts or omissions of Tritium or its customer. Seller will hold Tritium's Property on a bailment basis and will be responsible for loss or damage to Tritium's Property while in its possession or control. To the extent permitted by law, Seller waives any lien or similar right it may have with respect to Tritium's Property. Tritium will be responsible for personal property taxes assessed against Tritium's Property.
- 10.2 Maintenance and Repair. Seller will (i) at its expense maintain Tritium's Property in good condition and repair, normal wear and tear excepted, throughout the useful life of Tritium's Property, (ii) use Tritium's Property only for the manufacture, storage and transport of Products for Tritium unless Tritium otherwise approves in writing, (iii) at Tritium's request and expense, mark Tritium's Property as belonging to Tritium or its customer, and (iv) not remove Tritium's Property from Seller's premises without Tritium's written approval. All replacement parts, additions, improvements, and accessories to Tritium's Property will become part of Tritium's Property.

- 10.3 **Purchase.** Seller will pay for Tritium's Property that it is required to purchase at the lesser of (i) the amount specified in the Contract, or (ii) Seller's actual cost of the Tritium's Property, if manufactured by a third party, or (iii) Seller's actual cost of purchased materials, components and services plus Seller's actual cost of labor and overhead allocable to the Tritium's Property, if manufactured by Seller.
- 10.4 **Return.** Seller will immediately return to Tritium upon request, and Tritium may retake immediate possession of, Tritium's Property and other property of Tritium or its customers at any time, with or without cause and without payment of any kind unless otherwise provided in the Contract. As requested by Tritium and at Tritium's expense, Seller will either (i) release the requested Property and other property to Tritium EXW Seller's plant (Incoterms 2020), properly packed and marked in accordance with the requirements of Tritium's carrier, or (ii) deliver the requested Property and other property to a location designated by Tritium DDP. If the return or recovery of Tritium's Property or other property renders Seller unable to produce a Product, the return or recovery will be deemed a termination of the Contract with respect to that Product pursuant to Section 11, as applicable.
- 11 Default.**
- 11.1 **Events of Default.** Either party will be in "Default" under the Contract if it (i) fails to perform any obligation under the Contract and, if the non-performance can be cured, fails to cure the non-performance within fifteen (15) business days after notice from the other party specifying the non-performance, (ii) admits in writing its inability to pay its debts as they become due, commences a bankruptcy, insolvency, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors, or (iii) becomes a debtor in a bankruptcy, insolvency, receivership, or similar proceeding commenced by a third party that is not dismissed within thirty (30) days after commencement.
- 11.2 **Remedies.** Subject to Section 11.3:
- a) Either party may recover from the other party damages resulting from an event or circumstance that would become a Default with the passage of time or giving of notice or both, regardless of whether that event or circumstance subsequently becomes a Default.
- b) Upon the occurrence of a Default and while that Default is continuing, the non-defaulting party may terminate the Contract by notice to the defaulting party. If Seller is in Default, Tritium may (i) recover from Seller damages resulting from the Default, including the reasonable costs actually incurred to relocate the work to an alternate source, and (ii) purchase completed Products at the Contract price and work- in-process and raw materials at Seller's actual cost. If Tritium is in Default, Seller may recover damages resulting from the Default, being the Contract price for completed Products and Services.
- c) If Seller does not release or deliver Products to Tritium which are due, Tritium may at Seller's cost (ii) obtain an immediate court order for possession without notice and without posting a bond, and (ii) enter Seller's premises, with or without legal process, and take immediate possession of the Products and the other property. To the extent permitted by law, Seller waives any right to object to Tritium's repossession of any Products and any other property in a bankruptcy or other proceeding.
- d) The remedies in this Section 11.2 are cumulative and are in addition to all other rights and remedies available elsewhere in the Contract or by law.
- 11.3 **Limitations.** Tritium's liability to Seller shall be limited to the aggregate value of the Products or Services purchased under the Contract. Except as otherwise provided in the Contract, either party may recover actual out-of-pocket damages or costs directly caused by a breach of the Contract by the other party, including those associated with production slowdowns or interruptions, containment or re-work of Products (or the systems in which Products are incorporated) or the provision of any Services, or damages claimed by customers and other third parties. Seller may not recover any other damages or costs as a result of a breach of the Contract by Tritium, such as lost profits or market share, damage to brand value, punitive damages, or any other consequential or indirect damages.
- 11.4 **After Termination or Expiry.** On termination or expiry of this Agreement (1) accrued rights or remedies of a party are not affected (2) the Supplier must deliver to Tritium all property of Tritium in the Supplier's care, custody or control, including any Confidential Information and (3) Tritium must pay all outstanding valid invoices,

except where the agreement is terminated by Tritium pursuant to Section 11.1.

- 11.5 Survival. Termination or expiry of this Agreement will not affect Sections 6.1, 6.3, 7, 9.1, 9.3, 9.4, 11.4, 11.5, 12, 17, 18, 19, 21.1, 21.2, 21.9 and 21.10.

12 Confidential Information.

Trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, Product failures, and other technical and business data which are supplied or disclosed by Tritium or Seller verbally, visually or in writing in connection with the Contract, in each case that are marked or otherwise identified as confidential or where their confidential nature is apparent at the time of disclosure ("**Confidential Information**"), will be deemed confidential and proprietary to, and remain the sole property of, the disclosing party. The receiving party may not disclose Confidential Information or use Confidential Information for any purpose other than as contemplated under the Contract without in each case the written consent of the disclosing party. Confidential Information will not include information that (i) is or becomes generally available to the public other than as a result of a violation of this Section 12 or of any obligation and confidence by the receiving party, (ii) was obtained by the receiving party on a non-confidential basis from a third party who had the apparent right to disclose it as evidenced by its written records, or (iii) is legally required to be disclosed. Tritium and Seller will each use the same degree of care (but not less than a reasonable degree of care) to safeguard Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure. Upon request by the disclosing party, the receiving party will promptly return or destroy the original and all copies of Confidential Information received.

13 Information security.

- 13.1 Seller must establish and maintain for the duration of the Contract information security controls and safeguards consistent with best industry practice, and otherwise adhere to Tritium's required information security practices, as notified by Tritium from time to time.
- 13.2 If, at any time during the Contract, Seller fails to adhere to the requirements of Section 13.1, it must promptly notify Tritium in writing.

- 13.3 Without limiting Section 13.2, Seller must implement and maintain for the duration of the Contract mechanisms that detect and respond to information security incidents in a timely manner.

- 13.4 Where an information security incident occurs that impacts, or may impact, Tritium (including its operations, business, data or customers), Seller must:

- a) promptly notify Tritium in writing (and in any even within 72 hours);
- b) properly remediate the relevant vulnerabilities in a timely manner (including making any reasonably necessary improvements to prevent its recurrence); and
- c) promptly notify Tritium of the measures taken and date of remediation.

- 13.5 Seller must notify Tritium in advance of any changes to its information security controls, safeguards or environment that may impact Tritium, and take into consideration any reasonable feedback in relation to those changes.

- 13.6 Without limiting Section 21.2, Tritium and its representatives may audit and test Seller's information security controls from time to time, including upon any changes notified under Section 13.5 or any material changes to the relationship between Tritium and Seller. Seller must provide all reasonable cooperation in connection with such audits (including providing access to relevant personnel, premises and records).

- 13.7 Seller must ensure that it imposes obligations no less onerous than those set out in this Section in respect of information security on any third parties within its own supply chain.

14 Assignment and Subcontracting.

Neither party may assign or subcontract its duties or responsibilities under the Contract without the prior written consent of the other party, which will not be unreasonably withheld. In the event of any permitted subcontracting, the subcontracting party will remain liable for the acts and omissions of the subcontractor and for the performance of the Contract. Any attempted assignment by either party without the required consent will not relieve that party of its duties or obligations under the Contract or its responsibility for non- performance or Default by its assignee.

15 Force Majeure.

A party will not be liable or in breach of their obligations under this Contract to the extent that their performance is delayed or prevented by a cause beyond that party's reasonable control, or by armed conflict, acts or threats of terrorism, the unforeseen impacts of an epidemic, unavoidable quarantine restrictions, nationwide strikes or significant labour disturbances, or acts or omissions of a government authority. If one of these events occurs, the schedule for the impacted party's performance will be extended by the time lost because of the event, plus the additional time reasonably needed to overcome the effect of the event. If the event continues to impact a party's ability to meet their material obligations under the Contract for more than ninety (90) days, the other party may terminate the Contract at their discretion.

16 Customs.

Transferable credits or benefits associated with Products purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Tritium unless otherwise prohibited by applicable law. Seller will provide Tritium with all information and records relating to the Products necessary for Tritium to (i) receive these benefits, credits, and rights, (ii) fulfill any customs obligations, origin marking or labelling requirements, and certification or local content reporting requirements, (iii) claim preferential duty treatment under applicable trade preference regimes, and (iv) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties and fees unless otherwise stated in the Contract, in which case Seller will provide all information and records necessary to enable Tritium to obtain those export licenses or authorizations.

17 Insurance.

Prior to commencing work in connection with any Contract, Seller will maintain and upon request furnish to Tritium a certificate evidencing (i) general and product's liability insurance with at least US\$10,000,000, (ii) all risk property perils insurance covering the full replacement value of Tritium's property while in Seller's care, custody, or control and naming Tritium as loss payee, (iii) transit insurance, covering each item of Products up to the point

of delivery to Tritium, for amounts not less than the Products' full replacement value and (iv) worker's compensation insurance and any other insurance as required by applicable law. The Seller must maintain the insurance policies referred to in this clause for a period of three (3) years after the termination of this Agreement and on terms acceptable to Tritium.

18 Dispute Resolution.

18.1 Negotiation and Mediation. Tritium and Seller will first endeavour to resolve through good faith negotiations any dispute arising under or in connection with the Contract. If a dispute cannot be resolved through good faith negotiations within thirty (30) days of notification of the dispute for the purposes of this Section 18.1, either party may request non-binding mediation by a mediator approved by both parties or, absent that approval, as nominated by the head of the law society governing the admission of legal practitioners in the applicable jurisdiction upon the request of either party.

18.2 Arbitration. If mediation fails to resolve the dispute within thirty (30) days after the first mediation session, either party may submit the dispute to binding arbitration by notice to the other party. The arbitration proceedings will be conducted, and a single arbitrator will be selected by agreement or failing agreement within seven days of the arbitration notice having been served. Where the Contract is with:-

a) Tritium Pty Ltd – the single arbitrator will be as nominated by the President of the Queensland Law Society upon the request of either party. The arbitration will be conducted in accordance with the Commercial Arbitration Act 2013 (Queensland) and will be conducted in Queensland;

b) Tritium Technologies LLC – the arbitration will be administered by the American Arbitration Association ("AAA") under the AAA Commercial Arbitration Rules in force when the notice of arbitration is submitted ("Rules"), which Rules are deemed to be incorporated by reference into this Section 18.2(b). The seat of arbitration will be San Francisco, California and the agreement to arbitrate contained in this Section 18.2 will be governed by the laws of the State of California. The arbitration tribunal will consist of three arbitrators to be appointed in accordance with the Rules. Arbitration will be conducted in English; or

- c) Tritium Technologies B.V. - arbitration will be administered in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering - SGOA), which has its registered office in The Hague, the Netherlands, the foregoing without prejudice to the right of each party to request preliminary relief in summary arbitral proceedings and without prejudice to the right of each party to take precautionary measures. Arbitration proceedings shall take place in The Hague.
- 18.3 The arbitrator will issue a written opinion setting forth the basis for the arbitrator's decision, which may include an award of legal fees and costs. The arbitrator's award will be final and non-appealable absent fraud or manifest error, and judgment on the arbitrator's award may be entered in any court having jurisdiction. While arbitration proceedings are pending, the parties will continue to perform their obligations under the Contract without setoff for any matters being contested in the arbitration proceedings.
- 18.4 Litigation. The parties have selected binding arbitration as the sole means to resolve a dispute between them over monetary claims that cannot be resolved through mediation. Either party may pursue through litigation claims that also involve third parties who have not consented to arbitration, claims in litigation commenced by third parties, and claims for injunctive or other non-monetary relief.
- 19 Third Party Claims**
- 19.1 Each party must (i) immediately notify the other party if any third party makes or threatens to make a complaint or claim in connection with any Product, (ii) subject to (iii) below, promptly deal with all third-party complaints or claims in connection with any Product, and (iii) not resolve or settle any complaint or claim in connection with any Product, which resolution may result in the other party incurring any liability, without first notifying the other party.
- 20 International Standards.**
- 20.1 Compliance with laws. The parties must comply with all applicable laws including international law, regulations, mandatory industry codes and applicable industry standards.
- 20.2 Anti-corruption and Bribery. The parties must ensure their employees, agents, representatives, contractors and suppliers do not engage in any form of extortion, bribery or corruption, including improper offers for payment.
- 20.3 Human Rights. The parties must respect the human rights of their, employees, contractors and suppliers.
- 20.4 Forced Labour. The parties must not use forced labour and employees must be free to leave their employment after provision of reasonable notice, consistent with any local law.
- 20.5 Terms of Employment. The terms of employment (including wages and working hours) of all workers of either party must be fair, reasonable and comply with all local laws. Employees must, as a standard, have a minimum of one day off work, in every week.
- 20.6 Child Labour. The parties must not use workers below the minimum working age in the relevant country and in any event, must not engage any worker below fourteen (14) years of age. The parties must not allow workers between the ages of fourteen (14) and eighteen (18) to be engaged in hazardous work, or work that is otherwise inconsistent with the worker's personal development.
- 20.7 Health and Safety. The parties must provide a safe and healthy workplace for their workers, in compliance with all applicable laws, regulations and industry standards. The parties must ensure all workers are made aware of their health and safety rights and are provided with appropriate training on health and safety. As a minimum, the parties will provide all workers with clean drinking water, clean toilets, adequate ventilation, emergency exits, proper lighting and access to workplace first aid.
- 20.8 Non-discrimination. The parties must treat all workers with respect and dignity. All kinds of discrimination based on partiality or prejudice is prohibited, such as discrimination based on race, colour, gender, sexual orientation, marital status or religion. Threats of physical violence / punishment, verbal abuse or other unlawful harassment constitute a breach of this Agreement.
- 20.9 Natural Environment. The parties must comply with all applicable environmental laws and regulations. The parties will also endeavour to reduce their impact on the environment, by improvements in workplace technology and practices.
- 20.10 Suspected Breach. A party who becomes aware of, or reasonably suspects, a breach of Section 20, must immediately notify the other party in writing. Without limiting the other party's rights under this Agreement, each party has a right to audit the other party, if it

reasonably suspects a breach of Section 20, or receives a notification under Section 20.10.

21 Miscellaneous.

21.1 Advertising. During and after the term of the Contract, Seller will not advertise publish or use Tritium's name or branding or otherwise disclose its relationship with Tritium or Tritium's customers without Tritium's prior written consent, except as may be required to perform the Contract or as required by law.

21.2 Audit Rights. Seller will maintain records as necessary to support amounts charged to Tritium under the Contract and its performance of the Contract. Tritium and its representatives may audit Seller's records during the Term of the Contract and for a period of six (6) years thereafter. Any audit will be conducted at Tritium's expense (but will be reimbursed by Seller if the audit uncovers material errors in the amounts charged), at reasonable times, and at Seller's usual place of business.

21.3 Electronic Communication. Seller will comply with the method of electronic communication specified by Tritium in Tritium's request for quotation and confirmed in the Contract, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and communication. Seller will also comply with any modification to Tritium's specified method of electronic communication after the date of the Contract.

21.4 Relationship of the Parties. Tritium and Seller are independent contractors, and nothing in the Contract makes either party the agent, legal representative, partner or joint venturer of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

21.5 Waiver. The failure of either party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

21.6 Entire Agreement. The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations, promises, arrangements or agreements by the parties with respect to the subject matter of the Contract. No subsequent terms, conditions, understandings or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties.

21.7 Severability. A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that provision in any other jurisdiction.

21.8 Interpretation. When used in this Agreement, "including" means "including without limitation" and terms defined in the singular include the plural and vice versa.

21.9 Notices. Any notice or other communication required or permitted in the Contract must be in writing and sent by the sending party by recorded delivery post (if sent by post) or e-mail to the other party's representative, and will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day.

21.10 Governing Law. Unless otherwise agreed in writing, the Contract will be governed by and interpreted according to the internal laws in force at the registered office of the Tritium entity the Contract is with. The parties hereby explicitly exclude the United Nations Convention on Contracts for the International Sale of Goods.

21.11 Rights Cumulative. Unless expressly stated otherwise in this Agreement, the rights and remedies under any indemnity or otherwise provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.