



## Commercial Purchase Order Standard Terms and Conditions

### 1. Documentation

All purchase orders shall be issued on Mint letterhead with a PO Number clearly indicated and signed by an authorised officer of Mint. Any purchase order that is not in such form is not valid and will not be accepted by Mint. For the avoidance of doubt, correspondence made by email exchange with respect to the subject matter of a purchase order or potential purchase order do not constitute a valid purchase order for the purposes of this clause.

### 2. Acceptance of Terms

Any purchase order is expressly conditioned on Vendor's acceptance of the terms and conditions set forth herein, and the terms and conditions set out herein are deemed incorporated in, and shall be read in conjunction with, all purchase orders issued by Mint. Mint expressly objects to any additions, deletions, or differences in the terms and conditions contained in Vendor's quotation, proposal, acknowledgment, or other document. In the event of any inconsistency or conflict between the terms and conditions set out herein and the terms and conditions set out in a particular purchase order, the terms and conditions set out in the particular purchase order shall prevail.

### 3. Performance

Time is of the essence in the performance of any purchase order and if the goods are not delivered or the services not provided in the manner and at the times specified within such purchase order, Mint reserves the right without liability and in addition to its other rights and remedies to take either or both of the following actions: (a) direct expedited delivery of the goods or performance of services, with any difference in cost caused by such change paid by Vendor, and/or (b) purchase substitute goods and charge Vendor with any loss or additional costs Mint incurs. Vendor will promptly advise Mint of any delay in performance, including notice with regard to any goods placed under backorder. Vendor's performance is not deemed completed until the goods or services have been accepted by Mint.

### 4. Instructions

Vendor expressly warrants that the goods or services provided under a purchase order will be performed in accordance with Mint's specifications and instructions. In the event the goods or services do not meet the applicable specifications and instructions, Vendor will promptly re-perform the nonconforming services or provide replacement goods satisfactory to Mint at Vendor's sole expense. If Vendor is unable to accomplish the foregoing, Mint may procure such goods or services from another source and charge to Vendor's account all costs, expenses and damages associated therewith.

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## 5. Payment

Payment shall be made by Mint in the currency and amount expressed in the purchase order.

## 6. Warranty

Vendor warrants that the goods and services will be merchantable, non-infringing, free from defects and fit and sufficient for the purpose intended. Further, the services will be performed with the highest degree of skill and judgment exercised by recognized professionals performing the same or similar services. These warranties are in addition to all other warranties, express, implied or statutory. Payment for, inspection of, or receipt of the goods or services does not constitute a waiver of any breach of foregoing warranties. In the event of any breach of the foregoing warranty, Vendor will, at its own expense and at Mint's option: (a) provide replacement goods satisfactory to Mint, (b) re-perform the nonconforming services to the satisfaction of Mint, and/or (c) refund to Mint the total amount paid for such goods or services. Vendor will extend all warranties it receives from its suppliers to Mint and to Mint's customers.

## 7. Confidential Information

Mint and Vendor acknowledge that in their course of dealings, Vendor may acquire from Mint confidential and proprietary information about Mint, its business activities and operations, its employees, trade secrets or any other information which by its sense or nature should reasonably be considered confidential (the "Confidential Information"). The confidential information of Mint will only be disclosed to Vendor's employees, agents or consultants with a need to know and who are under a written obligation to keep the information confidential. Vendor will not disclose the Confidential Information to any third parties. Vendor will use the

## 7. Confidential Information (continued)

same degree of care but no less than a reasonable degree of care that it uses with regard to its own confidential information to prevent the disclosure of Mint's Confidential Information. All materials, equipment and other information supplied to Vendor by Mint will remain the property of Mint and be returned to Mint when no longer needed by Vendor in the provision of services or goods and in any event upon the expiration or earlier termination of the relevant purchase order.

## 8. Indemnification

Vendor will indemnify, defend and hold Mint, its officers, directors, resellers, employees, agents and customers harmless from and against any and all losses, liabilities, costs, claims, damages and expenses (including attorneys' fees and costs) arising out of or related to the relevant purchase order including but not limited to the provision of goods or services under such purchase order or Vendor's breach of any term or provision of such purchase order and/or the terms and provisions set out herein.

# Mint

## 9. Limitation on Liability

To the fullest extent permitted by applicable law, in no event will Mint's aggregate liability arising out of or related to any given purchase order exceed the total amount actually paid or payable by Mint to Vendor for the applicable goods or services under that purchase order nor will Mint or its related legal entities be liable for any lost revenue, lost profit, incidental, direct, indirect, consequential, special or punitive damages, even if advised of the possibility thereof.

## 10. Relationship of the Parties

Vendor is an independent contractor and nothing contained in a purchase order will be deemed or construed to create a partnership, joint venture, agency or other relationship other than that of supplier and customer.

## 11. Subcontracts and Assignments

Vendor may not assign, subcontract or delegate a purchase order without the prior written consent of Mint.

## 12. Publicity

Vendor may not use the name or logo of Mint or Mint's customers in any news release, public announcement, advertisement or other form of publicity without the consent of Mint.

## 13. Remedies

Any rights and remedies specified under a purchase order and/or in these terms and conditions are cumulative, non-exclusive and in addition to any other rights and remedies available at law or in equity.

## 14. Non-Waiver of Rights

Any delay or failure of Mint to insist upon strict performance of any of the terms and conditions set out in a purchase order and/or set out herein will not be construed as a waiver of its rights to assert any of the same.

## 15. Severability

If any term contained in a purchase order (including the terms and conditions set out herein) is held or finally determined to be invalid, illegal or unenforceable in any respect, in whole or in part, such term will be severed from the relevant purchase order, and the remaining terms will continue in full force and effect.

# Mint

## 16. Interpretation

The captions and headings used herein are solely for the convenience of the parties, and are not to be used in the interpretation of the text of these terms and conditions. Each party has read and agreed to the specific language of the purchase order, including the terms and conditions set out herein; no conflict, ambiguity, or doubtful interpretation will be construed against the drafter.

## 17. Survival

Each of Vendor and Mint agrees that any term or condition of a purchase order (including the terms and conditions set out herein) which by its sense or nature should be deemed to survive the expiration or termination of the relevant purchase order will so survive.

## 18. Entire Agreement

A purchase order issued in accordance with Clause 1 of these terms and conditions between Mint and a Vendor, including the terms and conditions set out herein, which are deemed incorporated by reference to such purchase order, constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.

## 19. Amendments

Any amendments, changes or modifications to a purchase order requires the prior written consent of Mint.

## 20. Governing Law and Jurisdiction

A purchase order (including the terms and conditions set out herein) shall be governed by and construed with the laws of NSW, Australia. Vendor agrees that the courts of NSW, Australia will have exclusive jurisdiction over any disputes or claims arising out of or in relation to a purchase order (including the terms and conditions set out herein).