



Either Binx Health Limited or Binx Health Inc may purchase goods or services ("Goods") from the supplier ("Supplier"). Such purchase shall be subject only to the following terms and conditions ("Terms") notwithstanding anything to the contrary in any purchase order ("Order") or other document issued by Binx provided however that if Binx and the Supplier have executed a written agreement specifically governing the sale of the Goods ("Agreement"), then, in the event of a conflict between these Terms and such agreement, such agreement's terms and conditions shall supersede these Terms.

1. Orders

- 1.1 Binx may submit Orders for Goods at any time in writing to Supplier. Supplier shall accept or reject Orders in writing to Binx within five business days of receipt. Upon Binx's receipt of such acceptance, the Order shall be binding on Supplier.
- 1.2 The Supplier shall supply Goods in accordance with Binx's Orders, by the delivery date specified in the Order.
- 1.3 Binx may amend or cancel an Order in whole or in part at any time before delivery by giving the Supplier reasonable written notice unless otherwise agreed between the parties.
- 1.4 Time shall be of the essence in relation to the Supplier's delivery of the Goods to Binx.

2. The Goods

- 2.1 The Supplier shall ensure that the Goods: (a) correspond with their description and any applicable specification for the Goods, including any related plans and drawings that are agreed by Binx and the Supplier ("Specification"); (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Binx expressly or by implication, and in this respect Binx relies on the Supplier's skill and judgement; (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for the shelf life or lifetime of the Goods, absent any negligence on behalf of Binx or any subsequent user of the Goods; and (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 2.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under these Terms.
- 2.3 Binx has the right to inspect and test the Goods at any time before or after delivery.
- 2.4 If following such inspection or testing Binx considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 2.1, Binx shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 2.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such

inspection or testing shall not reduce or otherwise affect the Supplier's obligations under these Terms, and Binx shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3. Delivery

- 3.1 The Supplier shall ensure that: (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; (b) each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered ("Delivery Note"); and (c) if the Supplier requires Binx to return any packaging material to the Supplier, that fact is clearly stated on the Delivery Note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 3.2 The Supplier shall deliver the Goods specified in each Order: (a) on its relevant Delivery Date; (b) at the delivery location stated in the Order ("Delivery Location"); and (c) during Binx's normal business hours, or as instructed by Binx.
- 3.3 Delivery of Goods is completed on the completion of unloading of those Goods at the Delivery Location.
- 3.4 Binx may accept part-delivery of an Order if agreed with the Supplier. Any acceptance of part-delivery shall not prevent the Supplier from delivering the remainder of the Order on the agreed Delivery Date.
- 3.5 Subject to clause 5.3, Binx may accept quantities of Goods in excess of the original Order (an "Over-Delivery") only if previously advised by the Supplier and identified on the Delivery Note. In the event that Binx accepts an Over-Delivery, Supplier will issue an amended Order with details of the quantity of Goods that has been accepted by Binx.
- 3.6 If Binx rejects any Goods (due to, for example, defects or quantity discrepancies) they are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods within a reasonable period after notification of the rejection, Binx may charge the Supplier storage costs and sell or dispose of the rejected Goods. Binx will account to the Supplier for the proceeds of

- sale (if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale.
- 3.7 Title and risk in the Goods shall pass to Binx on completion of delivery.
- 4. Remedies**
- 4.1 If the Goods are not delivered on the relevant Delivery Date, or do not comply with the undertakings set out in clause 2.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, Binx may exercise any one or more of the following remedies: (a) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense; (b) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods; (c) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; (d) to recover from the Supplier any costs incurred by Binx in obtaining substitute goods from a third party; and/or (e) to claim damages for any costs, loss or expenses incurred by Binx which are in any way attributable to the Supplier's failure to carry out its obligations under these Terms.
- 4.2 These Terms shall apply to any repaired or replacement Goods supplied by the Supplier.
- 4.3 Binx's rights and remedies under these Terms are in addition to its rights and remedies implied by statute and common law and/or the Agreement.
- 5. Price and payment**
- 5.1 The price for the Goods (as set out in the Order or as otherwise agreed between Binx and the Supplier): (a) excludes amounts in respect of value added tax ("VAT"), which Binx shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and (b) includes the costs of packaging, insurance and carriage of the Goods.
- 5.2 No extra charges shall be effective unless agreed in writing and signed by Binx.
- 5.3 Binx is under no obligation to pay for any Over-Deliveries.
- 5.4 The Supplier may invoice Binx for price of the Goods plus VAT at the prevailing and applicable rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, Binx's order number (if applicable), the Supplier's VAT registration number, and any supporting documentation that Binx may reasonably require.
- 5.5 Binx shall pay correctly rendered invoices within 90 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Supplier agrees to timely and properly pay

all VAT and any related taxes or government charges related to the Goods; Supplier shall indemnify and hold harmless Binx from any interest or penalties for failure to timely and properly pay such amounts.

6. Binx materials

The Supplier acknowledges that all materials, software, equipment and tools, drawings, Specifications, and data supplied by Binx to the Supplier ("**Binx Materials**") and all rights in Binx Materials are and shall remain the exclusive property of Binx. The Supplier shall keep Binx Materials in safe custody at its own risk, maintain them in good condition until returned to Binx, and not dispose or use the same other than in accordance with Binx's written instructions or authorisation. Supplier shall not, and shall ensure persons with access to the Materials do not, reverse engineer, decompile, deconstruct, sequence, determine the source code for, replicate, copy, modify, analyse or otherwise use, as may be applicable, Materials except as expressly agreed in writing by Binx.

7. Indemnity

- 7.1 The Supplier shall keep Binx indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of data, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Binx as a result of or in connection with: (a) any claim made against Binx for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; (b) any claim made against Binx by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; (c) any claim made against Binx by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of these Terms by the Supplier, its employees, agents or subcontractors; and (d) a breach by the Supplier of clause 10.
- 7.2 This clause 7 shall survive termination of the Agreement.

8. Insurance

During the term of these Terms, the Supplier shall maintain in force, with a reputable insurance company product liability insurance and public liability insurance to



- cover the liabilities that may arise under or in connection with these Terms, and shall, on Binx's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 9. Compliance with relevant laws and policies**
- 9.1 In performing its obligations under these Terms, the Supplier shall: (a) comply with all applicable laws, statutes, regulations and codes from time to time in force; and (b) comply with Binx's mandatory policies for contracts as notified to Supplier from time to time.
- 10. Data Protection**
- 10.1 In the event that the Supplier processes personal data on behalf of Binx in connection with these Terms: (a) Supplier shall process the personal data it handles for Binx under these Terms (the "Data") only for the purposes and duration agreed by the parties; (b) if Supplier is aware that Binx's processing instructions infringe applicable laws, Supplier shall notify Binx immediately (unless prevented from doing so by applicable laws) and not carry out the relevant processing; (c) Supplier shall implement appropriate technical and organisational measures to ensure the Data is kept sufficiently secure, and not transfer the Data outside the European Economic Area, or appoint any other processors of the Data, without Binx's prior consent; (d) all persons permitted to process the Data by the Supplier shall be subject to confidentiality commitments; (e) Supplier shall provide all required assistance to Binx to demonstrate Binx's compliance with applicable data protection laws, including but not limited to ensuring compliance with its security, breach notification, impact assessment and prior consultation obligations, as well as responding to any correspondence from a data subject in connection with the processing of the Data; and (f) at Binx's election, destroy or return all Data in its possession or control on termination of these Terms.
- 10.2 In the event that Binx uses the Goods to conduct marketing campaigns, Supplier warrants and represents that Binx has the right to use such Goods for the purposes of instigating marketing campaigns, and that such use will not breach applicable data protection and electronic marketing legislation.
- 11. Confidentiality.**
- 11.1 Supplier undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or contractors of Binx or of any member of the group to which Binx belongs, except as permitted by clause 11.2.
- 11.2 Supplier may disclose Binx's confidential information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out its obligations under or in connection with these Terms. Supplier shall ensure that its employees, officers, representatives or advisers to whom it discloses Binx's confidential information comply with this clause 11; and (b) as may be and solely to the extent required by law, to a court of competent jurisdiction or any governmental or regulatory authority, provided that it provides to Binx, if legally permissible, notice of such intended disclosure and the opportunity to seek a protective order in advance of such disclosure.
- 11.3 Supplier shall not use Binx's confidential information for any purpose other than to perform its obligations under these Terms.
- 12. Termination**
- 12.1 Termination of the Agreement or any statement of work thereunder shall not affect any of the parties' rights and remedies that have accrued as at termination under these Terms, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination.
- 12.2 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement or any statement of work thereunder shall remain in full force and effect.
- 13. General**
- 13.1 **Force majeure.** Despite anything else contained in these Terms, neither party will be liable for any delay in performing its obligations under these Terms if that delay is caused by circumstances beyond its reasonable control (including, without limitation, any delay directly caused by an act or omission of the other party) and the party affected will be entitled to a reasonable extension of time for the performance of its obligations.
- 13.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under these Terms without the prior written consent of Binx. If Binx consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
- 13.3 **Entire agreement.** These Terms constitutes the entire agreement between the parties and supersedes and, except for any Agreement, extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.



- 13.4 **Variation.** No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.6 **Severance.** If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 13.7 **Notices.** All notices to be given under these Terms must be in writing and sent to the registered address of the recipient, or any other address which the recipient may tell the other in writing. Any notice may be

delivered by hand personally or sent by first class prepaid letter (within England) or airmail (if overseas) or by email and will be treated as served: if by hand, when delivered; if by first class post, 48 hours after posting; if by airmail, 6 business days after posting; and if by email address, when despatched, provided the sender's email produces automatic confirmation of error free transmission to the recipient's email address.

- 13.8 **Third party rights.** No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms.

- 13.9 **Law & Jurisdiction.** These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.