

STANDARD PURCHASE ORDER TERMS

For purchase orders issued by Manly Resources Limited | Effective 18 October 2026

1. Acceptance

Acceptance, written confirmation, commencement of performance or shipment under this Purchase Order ('PO') constitutes acceptance of these Terms. Supplier terms shall not apply unless expressly agreed by Manly Resources Limited ('Manly') in writing.

2. Price & Delivery

Prices, quantities, packaging and delivery terms shall be as stated in the PO and may not be changed without Manly's written approval.

Supplier must promptly notify Manly of any anticipated delay. Partial shipments require Manly's prior approval.

3. Quality & Compliance

Goods must comply with the agreed specifications, COA, approved samples and applicable regulatory requirements, and be free from contamination, defects and undeclared ingredients or allergens.

Unless otherwise agreed, Goods must have at least 18 months of remaining shelf life upon shipment.

Supplier must ensure batch traceability and compliance with all agreed quality requirements.

4. Documentation & Changes

Supplier must provide accurate COA, specifications, shipping documents and applicable regulatory certificates before shipment, unless otherwise agreed.

Supplier must obtain Manly's prior written approval for any material change to the manufacturer, manufacturing site, formulation, specifications, origin or certification.

5. Inspection, Rejection & Testing

Receipt, inspection, payment or resale does not waive Manly's rights regarding non-conforming Goods, including latent defects.

Manly may reject Goods that are defective, damaged, incorrectly labelled, late or otherwise non-compliant.

Where product conformity is disputed, the parties shall cooperate in reasonable independent testing using agreed or technically appropriate methods.

For non-conforming Goods, Manly may require replacement, refund, credit or cancellation, subject to applicable law.

6. Supplier Liability & Recall

Supplier shall bear reasonable, documented direct costs and third-party claims to the extent caused by its breach, negligence or non-compliant Goods, including applicable testing, freight, storage, customs, regulatory and recall costs.

Supplier must immediately notify Manly of any product safety concern, contamination, recall or material regulatory issue and cooperate in investigation, traceability and corrective actions.

7. Risk

Risk shall pass according to the agreed Incoterms 2020 rule and named place. Where no Incoterm is stated, risk passes upon delivery to Manly's nominated destination.

8. Cancellation & Refund

Manly may cancel the PO for material breach, serious delivery failure, non-compliant Goods or materially false documentation.

Supplier shall refund advance payments attributable to cancelled, undelivered or properly rejected Goods within ten (10) Business Days of Manly's written request.

9. Governing Law & Disputes

This PO shall be governed by the laws of New Zealand.

The parties shall first attempt to resolve disputes through good-faith negotiation. Subject to any mandatory legal requirements, the courts of New Zealand shall have jurisdiction.

For the purposes of these Terms, 'Business Day' means a day other than a Saturday, Sunday or public holiday in Auckland, New Zealand.