

SUPPLIER GENERAL TERMS & CONDITIONS



1. PURCHASE ORDERS

Discovery Energy, LLC d/b/a Rehiko and its affiliates and subsidiaries (collectively, "Rehiko") may submit Purchase Orders to you ("Supplier") that describes the Service(s) and/or Product(s) (which may include equipment) that Rehiko wishes to purchase from Supplier. If Rehiko and Supplier have previously executed or do execute a separate, written negotiated agreement governing the Services and/or Products ("Negotiated Agreement"), then the Negotiated Agreement will apply to those Services and/or Products starting as of the effective date of the Negotiated Agreement. If there is no Negotiated Agreement, these Supplier General Terms & Conditions ("Terms") will govern. No terms or conditions provided by Supplier will apply to its provision of the Services or Products, and such terms and conditions are rejected by Rehiko. Any specifications and/or other materials submitted by Rehiko to Supplier and all documents referenced at <https://rehiko.com/conducting-business>, as updated from time to time by Rehiko, are incorporated by reference into these Terms. These Terms and the foregoing items are collectively referred to as the "Contract." Supplier's acceptance, performance, or commencement of work under a Purchase Order constitutes acceptance of this Contract, notwithstanding any conflicting or additional terms proposed by Supplier. In the event of any conflict between these Terms and any incorporated specification, policy, or other referenced document, these Terms shall control unless expressly stated otherwise by Rehiko in writing. "Products" means any goods, equipment, components, materials, or other items supplied by Supplier under a Purchase Order. "Services" means any services, work, or other activities performed by Supplier under a Purchase Order.

2. CHANGE REQUEST

After Rehiko submits a Purchase Order to Supplier, Rehiko may request a change to the specifications, project schedule, and/or other scope related matter (each a "Change"). Rehiko will submit each Change in writing to Supplier, and, upon receipt, Supplier will promptly submit a Change impact estimate, if any, to Rehiko, which will include all necessary revisions to the project schedule and increases or decreases to the price. Rehiko will review the estimate and notify Supplier whether to proceed with such Change.

3. QUALITY CONTROL

Prior to the shipment of any Product, Supplier will establish a quality system that conforms to the requirements set forth in Rehiko's Global Supplier Quality Manual, a copy of which is available at <https://rehiko.com/conducting-business>, as updated from time to time by Rehiko. If any Product is non-conforming upon delivery, Rehiko may refuse its acceptance.

4. PACKAGING AND SHIPPING

If Rehiko is purchasing Products from Supplier, Supplier will ship Products in the manner stated on the applicable Purchase Order. Supplier will be responsible for complying with all applicable packaging, labeling, and customs laws and regulations. Supplier is solely responsible for verifying and warranting that all solid wood packing materials are entirely free from bark and live plant pests. All shipments containing wood packaging material or pallets will be heat treated and/or fumigated and meet any other requirements.

5. DELIVERY AND ACCEPTANCE

Time is of the essence with respect to delivery of the Services and Products. Supplier acknowledges that Rehiko may experience adverse customer, regulatory, or operational consequences as a result of delayed or non-conforming delivery. If Rehiko is purchasing Products from Supplier, Supplier will be responsible for additional freight costs (including without limitation air shipments) that may be incurred as a result of a delinquent shipment, and Supplier agrees that any additional freight costs incurred by Rehiko may be deducted by Rehiko against any amount due to Supplier. Title and risk of loss in the Products will pass to Rehiko when the Products are delivered in accordance with this Contract, except for any Product loss or damage due to the inadequate, inappropriate, or defective packaging by Supplier. Acceptance of all Services and Products are conditioned upon Rehiko's express written approval.

6. OWNERSHIP

All materials and property furnished by Rehiko to Supplier or specifically paid for by Rehiko will be and will remain the property of Rehiko, will be subject to removal upon Rehiko's request, will be marked showing it is the property of Rehiko, and will be used only in fulfilling its obligations under this Contract. Any ideas, know-how, inventions, patents, and other intellectual property owned by a party will remain such party's property. If Supplier performs any custom work, development, or modification specifically for Rehiko, whether or not separately paid for, such work and all resulting deliverables shall be the exclusive property of Rehiko.

7. FEES AND PAYMENT TERMS

The price for the Services and/or Products will be listed in the applicable Purchase Order. Unless otherwise required by local law or mutually agreed to between the parties, Rehiko will pay any undisputed invoice within ninety (90) days from the invoice date, subject to Rehiko's regular payment cycle, which occurs no less frequently than once per week. Rehiko may withhold payment of disputed amounts pending resolution, without prejudice to any other rights or remedies. Supplier's invoice must include the Purchase Order number, Services and/or Product description, price, and other reasonable information that may be requested by Rehiko. Rehiko will send payment to the place designated by Supplier, provided that such place will be in the country of Supplier's registered address, and to an account designated in Supplier's name. Unless the purchase is subject to sales and/or use taxes, as indicated on the applicable Purchase Order, the price will not include such taxes. If such taxes are applicable, Supplier will show such taxes separately on its invoice.

8. CONFIDENTIAL INFORMATION

Supplier will treat all proprietary and non-public information and materials provided by Rehiko as confidential information. Supplier will not use any confidential information for any purpose, except as reasonably necessary to fulfil its obligations under this Contract and will not disclose any confidential information to any third party, except as previously agreed to in writing by Rehiko. Supplier will, at the request of Rehiko, return all confidential information to Rehiko and any copies thereof in the possession or control of Supplier. Supplier will not, whether directly or indirectly, use Rehiko's name or trademarks in any form of publicity without Rehiko's express written consent. Any consent, if granted, will immediately cease upon expiration or termination of this Contract.

9. SUPPLIER'S WARRANTY

Supplier represents and warrants that the Services, if any, shall be performed in a professional and timely manner by adequately trained and technically competent personnel in accordance with applicable industry standards. Supplier further represents and warrants that the Products, if any, at the time of delivery, shall conform to the specifications agreed in writing, be newly manufactured, be of good quality, merchantable, and free from defects in workmanship and materials. Supplier further represents and covenants that the Services and Products, and Supplier's performance under this Contract, shall comply with all applicable laws, rules, and regulations, including without limitation anti-bribery, trade compliance, conflict minerals, environmental, labor, employment, and data protection laws. Supplier represents and warrants that the Services and Products, as provided by Supplier, do not and will not infringe, misappropriate, or otherwise violate any third-party intellectual property rights. Supplier further represents and covenants that the Products, if any, at the time of delivery, shall comply with the Product Compliance requirements listed in Rehiko's Product Environmental Policy and Restricted Material List, copies of which are available at <https://rehiko.com/conducting-business>, as updated from time to time by Rehiko. Supplier hereby assigns, and shall cause its affiliates and subcontractors to assign, to Rehiko, to the fullest extent permitted by law, all assignable warranties, guarantees, and other rights Supplier has against its suppliers and subcontractors with respect to the Products or any components thereof. Upon Rehiko's request, Supplier shall reasonably cooperate with Rehiko in enforcing such warranties, guarantees, and rights.

10. REMEDIES

If any Services or Products fail to comply with this Contract, Rehiko may, at its option, require Supplier to promptly repair, replace, or re-perform the non-conforming Services or Products at Supplier's sole cost and expense, or refund the price paid. In addition, Supplier shall be responsible for all losses, costs, damages, and expenses incurred by Rehiko arising out of or relating to such non-conformance or breach, including without limitation costs of inspection, removal, return, rework, recall, field service, labor charges and rental fees, customer chargebacks, penalties, fines, expedited freight, regulatory response, and amounts paid or credited by Rehiko to its customers.

11. SUPPLIER ON-SITE POLICY

If Supplier will be on Rehlko's property, Supplier further represents and warrants that it will comply with Rehlko's Contractor On-Site Policy, a copy of which is available at <https://rehlko.com/conducting-business>, as updated from time to time by Rehlko.

12. SUPPLIER CODE OF CONDUCT

Supplier further represents and warrants that it will comply with Rehlko's Supplier Code of Conduct, a copy of which is available at <https://rehlko.com/conducting-business>, as updated from time to time by Rehlko.

13. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles.

14. TERMINATION

Rehlko may terminate this Contract and/or any applicable Purchase Order, at any time and without cause, by giving no less than thirty (30) days' prior written notice to Supplier. If Rehlko terminates for convenience, Rehlko will pay Supplier all undisputed amounts invoiced by and due to Supplier prior to the termination date and in accordance with the payment provisions of this Contract. Termination shall not limit or waive any rights or remedies accrued prior to termination.

15. INDEMNIFICATION

Supplier shall, at its own cost and expense, defend, indemnify, and hold Rehlko harmless from and against all claims, demands, losses, liabilities, damages, costs, and expenses (including attorneys' fees) arising out of or relating to: (i) allegations that the Services or Products, as provided by Supplier, infringe or misappropriate any third-party intellectual property rights; (ii) Supplier's breach of this Contract; (iii) the failure or non-conformance of the Services or Products; or (iv) Supplier's negligence, gross negligence, willful misconduct, or violation of applicable law. Supplier's obligations under this section are independent of, and in addition to, any remedies available to Rehlko under this Contract or at law.

16. INSURANCE

Unless otherwise required by local law or otherwise approved in writing by Rehlko, Supplier will maintain commercial general liability insurance, including products and completed operations coverage, with a limit of not less than: (a) \$3,000,000 USD (or the applicable currency equivalent) per occurrence and in the aggregate; or (b) such higher or lower limits as mutually agreed in writing based on the nature of the Products or Services and associated risk profile. Any reduction in such limits must be expressly approved by Rehlko in writing. Supplier shall, upon request, provide certificates of insurance evidencing such coverage. Such insurance shall be primary and non-contributory with respect to any insurance maintained by Rehlko.

17. FORCE MAJEURE

Delays resulting from any cause outside the reasonable control of either party, including without limitation acts of God, acts or requests of government or governmental agencies in their non-commercial capacity, riot or civil commotion, sabotage, accidents, fire, flood, explosion damage to plants or facilities, epidemics, typhoons, quarantine restrictions, or absence of normal means of communication or transportation (each, a "Force Majeure Event") will extend the time of performance for the affected party for a period not to exceed thirty (30) cumulative calendar days ("Force Majeure Period"). Neither party will be liable for any loss, damage, detention, or delay resulting from a Force Majeure Event. Rehlko may terminate this Contract and/or any applicable Purchase Order if a Force Majeure Event materially impairs Supplier's performance and continues beyond the Force Majeure Period.

18. AUDIT

Supplier shall maintain complete and accurate records relating to its performance under this Contract for a period of not less than five (5) years from the date of the applicable Purchase Order. Upon reasonable prior written notice, Rehlko or its designated representatives may audit such records and, to the extent reasonably necessary, Supplier's relevant facilities during normal business hours to verify Supplier's compliance with this Contract. Such audits shall be conducted in a manner that minimizes disruption to Supplier's operations and subject to reasonable confidentiality obligations. Supplier shall promptly cooperate with any such audit and, at its own cost, promptly remedy any non-compliance identified. If an audit reveals material non-compliance, Supplier shall reimburse Rehlko for the reasonable costs of such audit.

19. ASSIGNMENT

Supplier shall not assign or transfer any of its rights or obligations under these Terms without Rehlko's prior written consent, and any attempted assignment without such consent shall be void; Rehlko may assign these Terms without Supplier's consent.

20. MISCELLANEOUS

The parties are independent contractors. This Contract does not create any relationship of employment, agency, partnership, joint venture, or license or any fiduciary duty, liability, or similar obligation between the parties. This Contract may not be modified or amended, except in writing and signed by both parties. No waiver by either party will be effective, unless explicitly set forth in writing and signed by the party so waiving. Sections of these Terms that, whether by implication or nature, are intended to survive will survive the termination of this Contract and/or any applicable Purchase Order. Electronic acceptance or performance through electronic systems or portals constitutes acceptance of this Contract. Rehlko's failure or delay in exercising any right shall not operate as a waiver. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

21. NO RELIANCE

Supplier acknowledges that Rehlko has not relied on any representations or advice not expressly set forth in this Contract.

22. NO THIRD-PARTY BENEFICIARIES

This Contract is for the sole benefit of the parties and does not create any rights in any third party.

23. SEVERABILITY If any provision of this Contract is held invalid or unenforceable, it shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

24. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.