

EXHIBIT A

MSA Terms and Conditions on Order Processing and Delivery

1. Order Information and Requirements

- 1.1. Minimum Order Quantity:** Products with quantities listed as ‘minimum order quantity’ (MOQ), will be sold only in those increments. These quantities are not breakable under any circumstances including drop shipments, emergency orders, and sample orders. Vendor reserves the right to adjust order quantities to conform with these quantities.
- 1.2. Minimum Order Quantity (Customised Hard Hats):** Hard Hats that require a customised decal or logo branded service will be subject to a minimum order quantity of **40 or more**.
- 1.3. Minimum Order Value:** The minimum purchase order value (MOV) for any order placed with Vendor is \$380*. Orders that do not meet the MOV requirement will not be processed. Vendor’s Customer Service team can assist in completing orders to meet this value. Orders below \$1500 will be subject to a handling fee of \$50. Orders with multiple specified delivery destinations will be treated as individual orders. These costs will appear as a separate line on the invoice.
- Orders consisting only of spare parts are exempt from the minimum purchase order value of \$380 and no handling fee will be applied below \$1500.
 - *All values are excluding GST/VAT.

Orders placed as part of a **destocking campaign** (a program with reduced pricing or special terms on specific inventory) are not subject to the MOQ or MOV requirements above.

2. Cost of Delivery of Goods

- 2.1. Dangerous Goods:** for transportation of products classified as dangerous goods, a surcharge of \$40 per order placed will apply. These costs will appear as a separate line on the invoice.
- 2.2. Express shipment:** for express shipments requested by the Buyer, the actual freight cost will be charged back, or an express surcharge of \$40 will apply.
- 2.3. Drop shipments:** drop shipments to end-users will not be permitted without prior written approval from a Vendor Sales Representative and will incur a handling fee of \$40. These costs will appear as a separate line on the invoice.
- 2.4. Special packaging:** charges will apply for any special packaging and/or labelling requested by the Buyer. Actual costs will be charged back in full with an additional \$40 handling fee. These costs will appear as a separate line on the invoice.
- 2.5. Pack & Ship (EXW):** Buyer has thirty (30) days from receiving cargo specifications to have its designated carrier pick up the goods. If goods are not picked up within thirty (30) days, (i) Vendor will ship the goods at Buyer’s expense with one of Vendor’s approved carriers (EXW terms will still apply, Buyer will be responsible and liable for the freight, and freight charges will be added to Buyer’s invoice); and/or (ii) Vendor reserves the right to charge one percent

(1%) of the Contract value on a weekly basis as storage charges for any products that are not picked up from their storage location.

3. Order Returns

3.1. No products may be returned to Vendor, other than in the event of a warranty or consumer guarantee claim. Product returns will be accepted only when the following conditions are met:

- Prior acceptance in writing of the goods to be returned by Vendor.
- Products shipped from Vendor within the last sixty (60) days.
- Make-to-stock (MTS) products in saleable condition.
- Products to be returned have not been discontinued or made obsolete by Vendor.
- Products to be returned do not have a shelf-life. This includes, but is not limited to batteries, sensors, devices with sensors and batteries, test gas bottles, detector tubes, breathing filters, compressed air bottles and other products.
- Products to be returned are not specially configured for the customer (make-to-order (MTO) products) and nor are they non-standard Items (including assemble-to-order products) unless the return is due to an error made by Vendor.

3.2. Fees: the following charges will apply for returned products:

- **Restocking charge** – Vendor will impose a 15% restocking fee on each product returned unless the return is due to a Vendor error or where alternative arrangements have been agreed between both parties. A minimum Restocking charge of \$40 will be applied to any transaction.
- **Refurbishment charge** – a refurbishment charge, in addition to a restocking charge, may be imposed to bring the material to its original specification. The charge will be based on the cost of materials and labour incurred to bring material to original specification compliance. The total cost will be communicated to the customer in advance.
- **Transportation charge** – the cost of the return delivery is paid by the Buyer.

3.3. Return of products due to Vendor shipping error: for products that are returned as a result of an error made by Vendor (i.e., incorrect part number, incorrect quantity, incorrect product, or duplicate shipment), the following apply:

- No restocking charge will be imposed.
- No transportation charges will be imposed.
- 100% credit will be issued if Vendor is notified within seven (7) days after receipt of the product(s) at the place of delivery.

4. Order Cancellations

Offers, once accepted by Vendor, may not be cancelled without explicit written authorization by Vendor. If and when authorized, the following cancellation fees apply:

- 4.1.** Make-to-stock (MTS) Products – 15% of the value.
- 4.2.** Make-to-order (MTO) Products and Non-Standard Items (including ATO products) – valuation against 100% of the value.

4.3. Services:

- Before dispatch – for the rejection of an official Service Dept quotation, a fee of \$40 or 15% of the quotation, whichever is the higher will be applicable.
- After dispatch – 100% of the total value of the service order.

This order cancellation policy applies when the Customer cancels all or part of a Contract but before Vendor's shipment of products or execution of service. Orders cancelled after processing will be treated as a 'Return' subject to all applicable terms and fees as set forth above. Order cancellations for MTO products, where production has started, will be treated as a 'Return' subject to all applicable terms and fees as set forth above.

5. Pricing

Vendor agrees to sell authorized products to Channel Partners in accordance with the Channel Partner confidential price list terms and conditions.

- 5.1. Orders will be invoiced at the price in effect on the date the order is received by Vendor.
- 5.2. Orders with a future delivery date, as specifically requested by the Customer, will be invoiced at the price applicable on the specified shipment date.
- 5.3. List prices are subject to change.
- 5.4. Vendor reserves the right to limit the value of orders placed prior to price adjustments to the average monthly sales price of the previous twelve (12) months.

6. Order Information

- 6.1. **Order processing without a price:** if Buyer makes an Offer without specifying a price, the order will be processed with standard prices as determined by Vendor (with standard discounts on current list prices). Buyer acknowledges and accepts that standard prices may differ from customized or negotiated prices.

- 6.2. **Providing relevant information:**

To facilitate efficient order processing and pricing, Buyer must provide the following information in its Offer:

- a. The Special Price Request number or Project Name (end customer name). This unique identifier helps Vendor track and fulfil orders accurately.
- b. If Buyer has received a formal quotation from Vendor for products or services, Buyer must provide the following information:
 - Quotation number: The unique identifier associated with the specific quote; or
 - Special Price Request (SPR) number: This reference number ensures proper linkage to the quoted terms.

In the event of a discrepancy between a standard price and a price provided in a quotation or other firm writing from Vendor, Vendor will honour the lesser price where shown to be applicable to a particular order. Any ambiguities shall be resolved by Vendor at its sole discretion. Buyer acknowledges that quotations from Vendor expire and Vendor will not extend special pricing beyond the quotation expiration date.