

Minitab Standard Supplier Terms and Conditions

These Standard Supplier Terms and Conditions (“Terms”) govern all goods, services, deliverables, and related work provided by any supplier, vendor, contractor, consultant, agency, or service provider (“Supplier”) to Minitab, LLC, or any applicable Minitab affiliate identified in the ordering document, statement of work, quote acceptance, or other written communication from Minitab (“Minitab”).

These Terms apply to and are incorporated into any request for quotation, quote, proposal, statement of work, order form, work authorization, scheduling notice, service request, purchase order if one is issued, or other written ordering document issued or accepted by Minitab in connection with Supplier’s goods or services.

Supplier accepts these Terms by any of the following: signing an ordering document referencing these Terms; beginning performance; shipping goods; delivering services; issuing an acknowledgment; submitting an invoice referencing Minitab’s order or request; or otherwise acting in furtherance of Minitab’s request for goods or services.

1. Scope of Supply and Services

Supplier shall provide the goods, services, deliverables, and related obligations described in the applicable written ordering document, statement of work, quote, or other written specification approved by Minitab.

Supplier shall provide all personnel, supervision, labor, materials, tools, equipment, software, documentation, packaging, transportation, licenses, and other items necessary to perform fully, properly, and on time, unless expressly stated otherwise in writing by Minitab.

Supplier shall perform all services in a professional and workmanlike manner, consistent with industry standards, applicable law, applicable third-party requirements, and Minitab’s reasonable written instructions.

2. Order of Precedence; Rejection of Supplier Terms

If there is any conflict among documents, the following order of precedence applies:

1. these Terms;
2. any written statement of work, ordering document, or other written agreement signed by both parties;
3. Minitab’s written acceptance of Supplier’s quote, proposal, invoice, or order form solely for scope, pricing, and expressly agreed commercial details; and
4. any other supplier-provided document.

Supplier invoice terms, quote terms, proposal terms, website terms, linked terms, click-through terms, online terms, standard terms, shrink-wrap terms, browse-wrap terms, acknowledgments, and other supplier-provided terms are rejected and shall not apply unless expressly agreed in a writing signed by Minitab.

Payment, acceptance of goods or services, failure to object, or any other act by Minitab does not constitute acceptance of any supplier-provided terms.

3. Term

These Terms apply from the earlier of the date Supplier first receives a request or authorization from Minitab or the date Supplier begins performance, and continue until all goods and services are completed, accepted, and paid for, unless earlier terminated in accordance with these Terms.

4. Pricing, Fees, Taxes, and Payment

Supplier’s prices, rates, and fees shall be those stated in the applicable written quote, proposal, statement of work, or other written document accepted by Minitab, and shall not be increased without Minitab’s prior written approval.

Unless otherwise expressly stated in writing, all prices are inclusive of all costs necessary to provide the goods or services, including labor, supervision, materials, packaging, freight, delivery, insurance, travel, administrative charges, and other incidental costs.

Supplier shall separately identify any applicable taxes on its invoice. Minitab shall pay only those taxes that are legally required and properly invoiced. Supplier shall not charge taxes from which Minitab is exempt, provided Minitab supplies applicable exemption documentation upon request.

Supplier may invoice only in accordance with the applicable agreed payment schedule or, if no payment schedule is stated, after the applicable goods have been delivered and accepted or the applicable services or deliverables have been completed and accepted.

Unless otherwise agreed in writing, payment shall be due within thirty (30) days after Minitab receives a valid and undisputed invoice. Minitab may withhold payment for amounts disputed in good faith.

Payment does not constitute acceptance of nonconforming goods or services, waiver of rights, or approval of unauthorized charges.

5. Expenses and Third-Party Charges

Supplier shall not incur or pass through any additional costs, expenses, cancellation fees, rush charges, venue charges, platform charges, freight charges, duties, labor surcharges, subcontractor charges, license fees, or third-party vendor charges unless approved in advance in writing by Minitab.

Supplier is responsible for clearly disclosing, before Minitab becomes financially committed, any non-refundable amounts, cancellation deadlines, third-party terms, restrictions, dependencies, assumptions, exclusions, minimum commitments, renewal terms, or auto-renewal terms.

6. Changes

Minitab may request changes to the scope, quantity, specifications, timing, shipping instructions, delivery location, work schedule, or other requirements.

No change shall be binding unless approved in writing by Minitab.

If a requested change affects price or schedule, Supplier shall provide written notice with supporting details within ten (10) business days after the change request, or sooner if necessitated by the order timeline. Supplier waives any claim for adjustment not timely submitted in writing.

Supplier shall continue performance pending resolution of any requested change unless Minitab directs otherwise in writing.

7. Delivery, Scheduling, and Timeliness

Time is of the essence with respect to Supplier's performance.

Supplier shall deliver goods and perform services on the dates, milestones, and schedules specified by Minitab or otherwise agreed in writing.

Supplier shall promptly notify Minitab in writing of any actual or anticipated delay, stating the cause, expected duration, impact, and mitigation plan.

If Supplier fails or is likely to fail to meet an agreed date or deadline, Minitab may, without limiting any other rights or remedies, reject late performance, cancel affected work, obtain replacement goods or services from another source, require expedited shipping or recovery efforts at Supplier's expense, or reschedule performance.

8. Shipment, Packaging, Risk of Loss, and Title

Supplier shall package, label, mark, and ship goods in accordance with good commercial practice, applicable law, carrier requirements, and Minitab's written instructions.

Unless otherwise agreed in writing, Supplier bears all risk of loss or damage to goods until delivery to the location specified by Minitab and written acceptance by Minitab.

Title to goods passes to Minitab upon delivery, free and clear of all liens, security interests, claims, and encumbrances, except that risk of loss remains with Supplier until acceptance.

9. Inspection and Acceptance

All goods, services, and deliverables are subject to Minitab's inspection, testing, review, and written acceptance.

Minitab shall have a reasonable period after delivery or completion to inspect and evaluate conformity. Acceptance shall not occur by payment alone.

If goods, services, or deliverables are defective, damaged, incomplete, nonconforming, late, or otherwise inconsistent with the applicable requirements, Minitab may reject them in whole or in part.

At Minitab's election, Supplier shall promptly repair, replace, reperform, or correct rejected items at no additional charge, or Minitab may obtain substitute performance and charge Supplier for the resulting costs.

10. Warranties

Supplier represents and warrants that all goods and services provided to Minitab:

- (a) conform to the applicable specifications, samples, drawings, descriptions, quote, statement of work, and approved instructions;
- (b) are new, unless otherwise expressly agreed in writing;
- (c) are of good quality, free from defects in design, materials, and workmanship;
- (d) are merchantable and fit for Minitab's intended purpose to the extent that purpose is known or reasonably inferable;
- (e) are properly packaged, labeled, and, where applicable, safely transported;
- (f) are performed in a competent, professional, and workmanlike manner consistent with industry standards;
- (g) comply with applicable laws, regulations, and industry standards;
- (h) do not infringe, misappropriate, or violate any third-party intellectual property or other rights;
- (i) are free of malware, disabling code, unauthorized tracking tools, or unauthorized open-source or third-party materials; and
- (j) will conform to any additional warranties offered by Supplier or any manufacturer.

These warranties are cumulative, survive inspection, testing, acceptance, payment, and use, and are in addition to all warranties available at law or in equity.

11. Remedies

Minitab's rights and remedies are cumulative and in addition to all other rights and remedies available at law, in equity, or under these Terms.

Without limiting the foregoing, if Supplier breaches these Terms or provides nonconforming goods or services, Minitab may reject goods or services, require repair or replacement, require reperformance, recover refunds, offset amounts owed, obtain substitute goods or services, recover direct and incidental damages, or terminate the affected work.

Supplier shall not be entitled to payment for lost profits, consequential damages, or termination charges except to the extent expressly agreed in writing by Minitab.

12. Independent Contractor

Supplier is an independent contractor and not an employee, agent, partner, joint venturer, or legal representative of Minitab.

Supplier is solely responsible for its personnel, subcontractors, taxes, wages, benefits, expenses, insurance, equipment, and compliance with employment and labor laws.

13. Subcontractors

Supplier shall not subcontract any material portion of the goods or services without Minitab's prior written approval.

Any approved subcontracting shall not relieve Supplier of any obligation under these Terms. Supplier remains fully responsible for all acts, omissions, delays, charges, failures, and breaches of its subcontractors and suppliers.

14. Confidentiality

All non-public information disclosed by or on behalf of Minitab, whether oral, written, electronic, visual, or in any other form, including business, financial, commercial, customer, prospect, employee, product, software, technical, security, marketing, pricing, and operational information, is confidential information of Minitab.

Supplier shall:

- (a) use Minitab confidential information solely to perform its obligations to Minitab;
- (b) protect it with at least reasonable care, and in no event less than the care Supplier uses to protect its own similar information;
- (c) disclose it only to personnel and approved subcontractors who have a need to know and are bound by written confidentiality obligations at least as protective as these Terms;
- (d) not disclose it to any third party without Minitab's prior written consent; and
- (e) upon request or upon completion or termination, promptly return or securely destroy it, except to the extent retention is required by law.

Supplier shall be responsible for any breach of this Section by its personnel, affiliates, contractors, or subcontractors.

15. Personal Data and Security

If Supplier processes, receives, accesses, stores, transmits, or otherwise handles any personal data or business contact information on behalf of Minitab, Supplier shall:

- (a) use such data only as necessary to perform services for Minitab;
- (b) comply with applicable privacy and data protection laws;
- (c) not sell, share, disclose, retain, mine, analyze, or use such data for Supplier's own purposes, including marketing, product training, or analytics, except as expressly authorized in writing by Minitab;
- (d) implement and maintain appropriate administrative, technical, physical, and organizational safeguards;
- (e) promptly, and without undue delay, notify Minitab of any actual or suspected unauthorized access, disclosure, loss, misuse, or security incident;
- (f) cooperate fully with Minitab's investigation, remediation, notice, and mitigation efforts; and
- (g) return or securely delete such data upon request or completion of the services.
- (h) comply with Minitab's cybersecurity-related requests for information, assessments, questionnaires, and supporting documentation.

If requested by Minitab and applicable to the engagement, Supplier shall comply with Minitab cybersecurity requests for information and enter into Minitab's Data Processing Agreement or other reasonable data protection addendum. See Minitab's [Supplier Information Security Requirements](#)

16. Minitab Materials; Name; Publicity

Minitab retains all right, title, and interest in and to its names, trademarks, logos, software, products, screenshots, documentation, specifications, content, materials, and confidential information.

Supplier may use Minitab materials solely as necessary to perform its obligations to Minitab and only in the manner authorized by Minitab.

Supplier shall not use Minitab's name, logo, trademarks, trade names, products, personnel, screenshots, testimonials, case studies, references, photos, recordings, or other identifying materials in any press release, website, social media post, customer list, portfolio, advertising, sales material, or other publicity without Minitab's prior written consent.

17. Intellectual Property

As between the parties, Minitab owns all Minitab materials.

Unless otherwise agreed in writing, all deliverables, work product, reports, designs, layouts, copy, analyses, configurations, translations, documentation, and other materials created specifically for Minitab by Supplier in connection with the goods or services shall be owned by Minitab upon payment of applicable fees.

To the extent any Supplier pre-existing materials or third-party materials are incorporated into any deliverable, Supplier grants Minitab a perpetual, worldwide, irrevocable, transferable, sublicensable, royalty-free license to use, reproduce, display, distribute, modify, create derivative works from, perform, import, and otherwise exploit such materials as part of or in connection with Minitab's business.

Supplier shall not include any third-party materials, stock content, fonts, software, music, images, data, or open-source components in any deliverable unless Supplier has secured all rights necessary for Minitab's intended use and has disclosed all applicable restrictions in writing in advance.

Supplier shall execute and deliver further documents reasonably requested by Minitab to evidence, vest, perfect, or confirm Minitab's rights under this Section.

18. Compliance with Laws; Ethics

Supplier shall comply with all applicable international, national, federal, state, provincial, and local laws, rules, regulations, ordinances, and orders in connection with the goods or services, including those relating to labor and employment, non-discrimination, health and safety, privacy, data protection, accessibility, anti-bribery, anti-corruption, sanctions, export controls, environmental matters, taxes, product compliance, advertising, and intellectual property.

Supplier shall not offer, promise, authorize, or provide any improper payment, kickback, gift, hospitality, or thing of value in connection with its work for Minitab.

Upon request, Supplier shall provide information reasonably requested by Minitab to verify compliance with this Section. See Minitab's Supplier Code of Conduct

19. Site Access; Safety; Property Damage

If Supplier or its personnel enter Minitab's premises or any other site designated by Minitab, Supplier shall comply with all applicable safety, security, access, and site rules communicated by Minitab or the site operator.

Supplier shall be responsible for the acts and omissions of its personnel on site and for any loss, damage, injury, contamination, or unsafe condition caused by Supplier or its subcontractors.

Supplier shall promptly repair, replace, clean up, or reimburse Minitab for any damage to property or premises caused by Supplier or its subcontractors.

Supplier shall keep work areas reasonably clean and free of debris and shall remove waste generated by its performance, unless otherwise directed by Minitab.

20. Insurance

Supplier shall maintain, at its own expense, commercially reasonable insurance appropriate for the goods and services and sufficient to support its obligations under these Terms, including as applicable:

- (a) commercial general liability insurance, with limits of not less than US\$2,000,000 per occurrence and US\$20,000,000 in the aggregate;
- (b) automobile liability insurance for owned, hired, and non-owned vehicles, if vehicles are used in connection with the services;
- (c) workers' compensation or equivalent coverage as required by law;
- (d) employer's liability insurance, if applicable;
- (e) professional liability or errors and omissions insurance, if Supplier provides professional or advisory services; and
- (f) cyber/privacy liability insurance, if Supplier handles Minitab confidential information or personal data.

Upon request, Supplier shall provide certificates of insurance evidencing required coverage. Where requested by Minitab and commercially appropriate, Supplier shall name Minitab as an additional insured, except with respect to workers' compensation.

21. Indemnification

Supplier shall defend, indemnify, and hold harmless Minitab, its affiliates, and their respective officers, directors, employees, contractors, and agents from and against all claims, demands, actions, damages, liabilities, losses, fines, penalties, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- (a) Supplier's breach of these Terms;
- (b) Supplier's negligence, recklessness, willful misconduct, or fraud;
- (c) bodily injury, death, or damage to real or personal

- property caused by Supplier or its personnel and subcontractors;
- (d) violation of applicable law;
- (e) claims by Supplier personnel, agents, or subcontractors;
- (f) infringement, misappropriation, or violation of any intellectual property, privacy, publicity, confidentiality, or other proprietary right;
- (g) unauthorized use or disclosure of Minitab confidential information or personal data; or
- (h) acts or omissions of Supplier's subcontractors, agents, affiliates, or suppliers.

Supplier's obligations under this Section apply regardless of whether the claim arises on Minitab's premises or elsewhere.

22. Limitation of Liability

Except for the excluded claims below, the Parties' aggregate liability arising out of or relating to these Terms, the goods, the services, or any related transaction shall not be less than the greater of:

- (a) the amounts paid or payable by Minitab to Supplier under the applicable transaction; or
- (b) in the case of a claim against Supplier by Minitab, the limits of insurance coverage Supplier is required to maintain or actually maintains in connection with the goods or services.

Neither party shall be liable to the other for indirect, incidental, special, consequential, exemplary, or punitive damages, except to the extent arising from an excluded claim.

The liability cap and exclusion of damages do not apply to:

- (a) confidentiality breaches;
- (b) data protection, privacy, or security breaches;
- (c) intellectual property infringement or misappropriation;
- (d) indemnification obligations;
- (e) gross negligence, willful misconduct, or fraud;
- (f) violation of law;
- (g) misuse of Minitab's name, logo, trademarks, or materials;
- (h) unauthorized publicity; or
- (i) Supplier's payment, refund, repair, replacement, reperformance, or setoff obligations.

Any narrower limitation of liability proposed by Supplier is rejected unless expressly agreed in a writing signed by Minitab.

23. Audit and Records

Supplier shall maintain complete and accurate books, records, and supporting documentation relating to the goods, services, pricing, invoices, expenses, taxes, approvals, compliance, and any pass-through charges for at least three (3) years after final payment, or longer if required by law.

Upon reasonable notice, Supplier shall provide Minitab access to such records as reasonably necessary to verify charges and compliance with these Terms.

24. Termination and Suspension

Minitab may terminate all or any part of the applicable work or relationship:

- (a) for convenience upon written notice;
- (b) for cause if Supplier materially breaches these Terms and fails to cure within fifteen (15) days after notice;
- (c) immediately if Supplier breaches confidentiality, data protection, compliance, intellectual property, publicity, or safety obligations; or
- (d) immediately if continued performance would create legal, security, reputational, operational, or commercial risk to Minitab.

Minitab may also suspend performance in whole or in part upon written notice if reasonably necessary to address any of the foregoing circumstances.

Upon termination or suspension, Supplier shall stop affected work as directed, mitigate costs, protect work in progress, and deliver to Minitab any completed or partially completed deliverables for which Minitab has paid or agrees to pay.

Minitab shall pay only for goods properly delivered and accepted and services properly performed and accepted before the effective date of termination or suspension, less any offsets, refunds, credits, disputed amounts, or damages recoverable by Minitab.

25. Force Majeure

Neither party shall be liable for delay or failure to perform caused by events beyond its reasonable control, excluding a party's financial inability, staffing issues, labor shortages that could reasonably have been avoided, subcontractor failure unless itself caused by a qualifying event.

The affected party shall provide prompt written notice describing the event, expected duration, and mitigation efforts.

During any Supplier delay, Minitab may obtain substitute goods or services from other sources and reduce or cancel affected quantities or work without liability to Supplier.

If a force majeure event continues for more than thirty (30) days, or such shorter period as materially affects Minitab's business needs, Minitab may terminate the affected work without liability other than payment for accepted goods and services delivered before termination.

26. Assignment

Supplier may not assign, delegate, subcontract, or transfer any right or obligation under these Terms without Minitab's prior written consent. Any attempted assignment in violation of this Section is void.

Minitab may assign these Terms or any related rights or obligations to an affiliate, successor, or acquirer.

27. Notices

Legal notices under these Terms must be in writing and sent to the addresses or email addresses designated by

the receiving party in the applicable ordering document or otherwise designated in writing.

Operational communications may be made by email between the parties' designated business contacts.

28. Governing Law; Dispute Resolution

These Terms and any dispute arising out of or relating to them shall be governed by the laws of the Commonwealth of Pennsylvania, United States, without regard to conflict of laws principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Before initiating litigation, the parties shall attempt in good faith to resolve the dispute through business escalation.

Nothing in these Terms prevents Minitab from seeking injunctive or equitable relief for misuse of confidential information, personal data, intellectual property, or Minitab branding or for any other urgent matter.

29. Miscellaneous

No modification, amendment, waiver, or rescission of these Terms is binding unless in writing and signed by an authorized representative of Minitab.

No waiver of any breach or failure to enforce any right is a waiver of any other or subsequent breach.

If any provision of these Terms is found unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be interpreted or reformed to the minimum extent necessary to make it enforceable while preserving its intent.

These Terms constitute the entire agreement between the parties with respect to their subject matter, together with any applicable written ordering document or statement of work accepted by Minitab, and supersede conflicting Supplier-provided terms.

30. Survival

The following provisions survive expiration, completion, cancellation, or termination: confidentiality; personal data and security; Minitab materials, publicity, and trademarks; intellectual property; warranties; indemnification; limitation of liability; audit and records; payment and refund obligations; governing law and dispute resolution; and any other provision that by its nature should survive.

Optional Website Acceptance Statement

Minitab may place these Terms on its website and incorporate them by reference in any request for quotation, quote acceptance, statement of work, ordering document, supplier onboarding document, or purchase order if issued. Supplier's commencement of work, shipment of goods, delivery of services, or acceptance of payment from Minitab constitutes acceptance of these Terms.