

**CANADIAN BLOOD SERVICES**  
**GENERAL GOODS PURCHASE ORDER**  
**TERMS AND CONDITIONS**

**1.0 ENTIRE AGREEMENT** This purchase order, together with any written documents which may be incorporated by specific reference herein, constitutes the entire agreement between Canadian Blood Services ("CBS") and the Vendor, with respect to the goods as described in this purchase order, whether oral or written, express or implied, statutory or otherwise, between the parties. . No stipulations, representations or agreements by CBS or any of its officers, agents or employees shall be binding unless contained in this order or incorporated herein by reference as above provided. No agreement changing, modifying, amending, extending, discharging, or terminating this order shall be valid unless amended by a revised purchase order. Notwithstanding the above, should there be an executed Agreement between the Vendor and CBS dated on or before the date of this purchase order, for the goods being purchased under this purchase order, the Terms and Conditions of the signed Agreement shall apply and supersede all Terms and Conditions as provided for below. If the terms of this order or Agreement conflict with any understandings, transactions and communications or writings of the Vendor, including without limiting the generality of the foregoing, the Vendor's invoices, and regardless whether they originated or are dated before or after this order or Agreement, the terms of this order shall prevail.

**2.0 CHANGES** Upon notice to the Vendor, CBS may change quantities, delivery schedules and/or specifications in respect of any part or parts of the goods, work, or related material (collectively referred to in this purchase order as "goods") not yet delivered by the Vendor. In respect of such goods not completed and delivered prior to such notice, the Vendor shall be entitled to be reimbursed for the actual direct cost to the Vendor of such uncompleted goods; provided that such cost shall not exceed the amount otherwise payable by CBS pursuant to this order for the affected goods; and further provided that the Vendor shall have no claim for damages, compensation, loss of profits, allowance or otherwise resulting directly or indirectly from such changes made by CBS. Vendor shall notify CBS in writing, of any proposed improvements or changes that could potentially affect the safety, identity, strength, quality, purity, form, fit, or function of the goods. Vendor shall provide CBS, in advance of implementation, with any updated/revised package inserts and/or Certificate of Analysis or Certificate of Conformance and Operator Manuals.

**3.0 PRICE AND NON-EXCLUSIVE CONTRACT** Unless otherwise indicated, the prices set forth in this order are in Canadian dollars. This order shall not be filled at prices higher than indicated on the face hereof unless otherwise agreed to by CBS in writing. If the price is not stated on this order, the subject goods must not be billed at a price higher than that last paid without written notice to CBS and written acceptance thereof. CBS makes no representation regarding the volume of goods required under this order and reserves the right to contract with other parties for goods the same or similar to the subject goods.

**4.0 INVOICES** All invoices shall be submitted to CBS by email to [invoices@blood.ca](mailto:invoices@blood.ca). Foreign Vendors must provide properly certified Canadian Customs Invoices along with a Bill of Lading on the same day that shipment is made together with such other documentation which may be reasonably required by CBS. All invoices shall set out the amount of the Goods and Services Tax, Provincial Sales Tax (PST) (if applicable), Harmonized Sales Tax (HST) (if applicable), or Value Added Tax (VAT) (if applicable) ("Taxes") and other taxes payable on the order as well as the Vendor's GST registration number. Unless otherwise stated in a purchase order, all prices or payments stated in the purchase order are inclusive of all applicable duties, customs, tariffs and fees, but are exclusive of any Taxes.

5.0 CASH DISCOUNT If there shall be a cash discount period granted to CBS as agreed between the parties, this period shall date from the date of receipt of the subject goods or the invoice for same, whichever is later. Interest fees, if any, must be agreed to in writing by CBS and shall date in the same prescribed manner used for cash discount periods. Failure to agree to interest charges shall result in no interest being payable by CBS.

6.0 DELIVERY Unless otherwise indicated, all shipments and deliveries of the subject goods shall be F.O.B. their intended destination and title to such goods shall pass only upon receipt and acceptance of same by CBS. The Vendor shall deliver the goods in accordance with the delivery dates specified in the Purchase Order. If the Vendor anticipates any delay, the Vendor will notify CBS in writing within two (2) business days of becoming aware of the delay indicating the reason for delay, the new date for delivery, and a proposed corrective action plan. In addition, in the event that there is reason to believe prior to the required delivery date that such delivery cannot or will not be made, CBS reserves the right to cancel such order at that time free of any claim or liability to the Vendor. CBS's rights of cancellation hereunder shall be in addition to any other rights which it may have in respect of such failure, including, without limitation, the right to obtain alternative sources of supply for the undelivered goods and the amendment of this order in accordance with the delivery of such alternate supplies. In such event, any additional price and direct costs or expenses relating thereto incurred by or on behalf of CBS shall be borne by the Vendor.

7.0 RISK The Vendor shall store, preserve, package, handle, pack, and transport goods to protect same from loss or damage in accordance with approved specifications. The subject goods shall remain the responsibility of and at the risk of the Vendor until such goods are actually received by CBS. Receipt of the goods at CBS location does not constitute acceptance by CBS. Goods will be inspected upon receipt for damage and any deviation from approved specifications or processes will result in the goods being quarantined until further investigation by Vendor and CBS and implementation of any corrective and/or preventative actions, as applicable, by the Vendor. In the event of the rejection of such goods after delivery to CBS the subject goods shall immediately thereafter be again the responsibility and the risk of the Vendor. The Vendor shall be responsible for all packing and all shipping costs relating to subject goods and shall be liable for all damages, costs and expenses resulting from problems relating thereto.

8.0 INSURANCE The Vendor shall maintain with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent vendor of goods similar to the goods provided hereunder or, in such amounts, on such terms as CBS shall reasonably direct and shall provide proof of same upon request by CBS.

9.0 INDEPENDENT CONTRACTORS The Vendor is an independent contractor and does not have any authority to bind CBS to any third party or otherwise to act in any way as the representative of CBS unless otherwise expressly agreed to in writing by CBS. The Vendor assumes full responsibility for supervising and directing its own employees or agents and exclusive liability for any and all payroll taxes and contributions imposed by Federal and Provincial law dealing with old age, unemployment, compensation, health and accident insurance, security clearances, and other similar items.

10.0 WARRANTY The Vendor warrants title to the subject goods, conformance thereof to the specifications and description, the good condition of goods upon receipt by CBS, the quality of goods purchased and that the said goods will be fit for the particular purpose for which they are purchased. If the goods or any part of them are found to contain any defect due to faulty design, materials or workmanship the Vendor shall, within a reasonable period of time be notified of such defect by CBS and the Vendor shall, at the Vendor's expense, make good the defect by repair or replacement. CBS reserves the right to return for full credit all rejected goods and any goods received in excess of quantity specified.

In either case all transportation costs and other expenses paid by CBS shall be reimbursed to it by the Vendor. The foregoing warranty shall not be waived in whole or in part as a result of any inspection or pretesting conducted by or on behalf of CBS or any third party.

**11.0 INTELLECTUAL PROPERTY** The Vendor represents and warrants to CBS that the goods purchased hereby or referred to herein do not constitute infringements of any patents, trademarks, industrial designs, copyrights or trade secrets ("Intellectual Property Rights"), and the Vendor shall indemnify CBS against any claims or damages, liabilities, costs or expenses for such infringements. CBS shall indemnify the Vendor against any similar claims based on the use of models, plans, designs or similar matters which have been supplied to the Vendor (but such shall at all times remain the sole property of CBS) on behalf of CBS for the execution of this order. All Intellectual Property Rights in any work products created for Canadian Blood Services, shall be the exclusive property of CBS.

**12.0 CONFIDENTIAL INFORMATION** All information pertaining to the business and affairs of each of the parties hereto and obtained as a result of or in respect of the relationship between the parties relating to this order shall be kept and maintained in confidence and treated as confidential information.

**13.0 QUALITY AND AUDITS** Vendor shall implement a quality control program that may include the development and on-going testing of specifications and acceptance criteria for raw materials, in-process materials and the final goods, as well as the use of calibrated instruments and validated processes ("Quality Control Program"). The Vendor shall maintain records relating to its Quality Control Program and CBS may itself, or through a third party, audit these records and facilities of the Vendor. The Vendor shall make available all such records for inspection at its office during normal business hours upon CBS providing reasonable notice and shall reasonably cooperate in the conduct of the audit. Each party shall pay its own expenses relating to such audit.

**14.0 PACKAGING AND LABELLING** Packaging and labelling of goods is the responsibility of the Vendor, for its release to CBS, which shall be made in compliance with the specifications. Packaging and labelling may include a package insert and/or Certificate of Analysis or Certificate of Conformance and may include an Operator's Manual.

**15.0 COMPLAINTS** The Vendor will be responsible for receiving any information about, investigating, documenting, processing and closing any complaints against the goods as they relate to manufacturing, processing, packaging, or shipment to CBS, and shall promptly advise CBS of said complaints. The Vendor shall be responsible for all costs and expenses associated with the complaints and shall promptly reimburse CBS for all incurred costs and expenses.

**16.0 RECALL / WITHDRAWAL AND SAFETY NOTIFICATIONS** Should the goods be subject to a recall/withdrawal, the Vendor shall immediately contact CBS via email at: [purchasing@blood.ca](mailto:purchasing@blood.ca) and [CBSquality@blood.ca](mailto:CBSquality@blood.ca) in addition to Vendor notification to Health Canada or other Governmental Authority.

**17.0 BUSINESS CONTINUITY** Vendor shall implement and maintain a business continuity/disaster recovery program regarding the manufacture, storage and distribution of subject goods.

**18.0 COMPLIANCE WITH LAWS** The Vendor represents and warrants to CBS that the subject goods comply with all laws, statutes, regulations or codes in force in Canada, including the Canada Consumer Product Safety Act. In the event that CBS determines that such is not the case, CBS shall have the right to immediately terminate or modify this order and immediately acquire from alternate sources any or all or the subject goods and the relevant quantity of the subject goods to be purchased from the Vendor pursuant to the order shall be decreased accordingly. Further, the Vendor shall indemnify and save

harmless CBS from and against all costs and expenses incurred by CBS in respect of the securing of an alternate source of supply and shall reimburse CBS immediately upon the delivery of any invoice by CBS.

19.0 CBS SUPPLIER CODE OF CONDUCT The Vendor has read, understood, and will comply with the Supplier Code of Conduct found at <https://www.blood.ca/en/about-us/policies>.

20.0 INDEMNITY The Vendor hereby indemnifies and holds harmless CBS, and any other person(s) for whom CBS is or may become responsible for in law, from and against all claims, damages, costs, expenses, charges, losses, demands or liabilities whatsoever and including, without limit, claims of third parties, arising from or incidental to any failure by the Vendor to perform and discharge its obligations and liabilities herein in respect of the subject goods, including without limitation, breach of any warranties provided herein; provided however that this indemnity shall not apply to the extent of any damages, costs, expenses, charges, losses, demands or liabilities whatsoever resulting from the negligence of CBS or its representatives. This indemnity is in addition to and shall not affect any other indemnity referred to herein.

21.0 SET-OFF CBS shall be entitled at all times to set-off any amount owing by the Vendor to CBS against any amount payable by CBS in connection with this order or any other order between the Vendor and CBS.

22.0 TERMINATION In the event that the Vendor fails to meet its obligations pursuant to these terms and conditions (including but not limited to, violating the CBS Supplier Code of Conduct), makes any misrepresentation or breaches any warranty or obligation to CBS, makes a general assignment for the benefit of its creditors, files a petition in bankruptcy or is adjudicated as a bankrupt, or has a receiver and/or manager or a trustee appointed over its assets or part thereof for the benefit of one or more creditors of the Vendor then this order may at any time thereafter be immediately cancelled in part or in whole at CBS's option upon the delivery of written notice of same by CBS to the Vendor.

23.0 NO ASSIGNMENT OR SUBCONTRACTING The Vendor may not assign or subcontract this order without the prior written consent of CBS which may be unreasonably withheld.

24.0 GOVERNING LAW This order and these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and no action or proceeding in relation thereto or arising therefrom shall be initiated against CBS except in the Courts of Law of Ontario to whose jurisdiction the Vendor hereby attorns. The United Nations convention on contracts for the international sale of goods shall not apply to this contract.

25.0 TIME Time is of the essence hereof.

26.0 NOTICE Notices shall be in writing and shall be delivered by mail, personal delivery or email and shall be addressed to the contact identified on the face of the purchase order.

27.0 WAIVER Either party's waiver of any breach, or failure to enforce any of the Terms and Conditions hereof, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof.

28.0 GENERAL The Vendor, and those for whom in law it is responsible, shall: (i) comply with the CBS Health and Safety Policy; (ii) comply with all applicable legislation; (iii) obtain and maintain all permits, licences, approvals and clearances necessary to carry on its business and to comply with the terms of this order; and (iv) shall have qualified and trained personnel to complete their specific duties and related regulatory requirements, as applicable.

29.0 FORCE MAJEURE Neither party shall be liable for late performance under this order due to matters beyond that party's control ("Force Majeure") preventing timely performance including, but not limited to, acts of God, civil insurrection or war, if the postponing party gives prompt notice in writing of delay and takes action to minimize delay. For additional clarity, a Force Majeure event does not include strikes or labour disputes. Upon receipt of notice of delay, CBS has the right, acting reasonably, to terminate the purchase order. Otherwise, time shall be of the essence.

30.0 LANGUAGE The parties confirm that it is their wish that this order, including notices, be drawn up in English only. Les parties aux présentes confirment que c'est leur volonté que la présente convention du même que tous les documents, y compris les avis, s'y rattachant, soient rédigés en anglais seulement.

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