

CANADIAN BLOOD SERVICES
GENERAL SERVICES PURCHASE ORDER
TERMS AND CONDITIONS

1.0 **ENTIRE AGREEMENT AND CHANGES**: This purchase order, together with any written documents which may be incorporated by reference herein, constitutes the entire agreement between Canadian Blood Services (“CBS”) and the Service Provider, with respect to the services as described in this purchase order (“Services”), 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 Service Provider and CBS executed on or prior to the date of this purchase order, for the Services being purchased under this purchase order, the Terms and Conditions of the executed Agreement shall apply and supersede all Terms and Conditions as provided for below.

2.0 **FEES AND INVOICES**: Unless otherwise indicated, the fees set forth in this order are in Canadian dollars. The Service Provider may invoice CBS for fees after completion of the Services in accordance with the applicable requirements and specifications. All invoices shall be submitted to CBS by email to invoices@blood.ca. All invoices shall set out the details of the Services, the amount of the Goods and Services Tax (GST), Provincial Sales Tax (PST) (if applicable) or Harmonized Sales Tax (HST) (if applicable) (“Taxes”) owing, as well as the Service Provider's GST registration number. Unless otherwise stated in a purchase order, all prices or payments stated in the purchase order are exclusive of any Taxes. CBS shall be entitled at all times to set-off any amount owing by the Service Provider to CBS against any amount payable by CBS in connection with this order or any other order between the Service Provider and CBS.

3.0 **INDEPENDENT CONTRACTORS**: The Service Provider 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 Service Provider 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.

4.0 **INSURANCE**:

4.1 The Service Provider shall maintain, at its own expense, the following insurance coverage(s): (a) Commercial general liability insurance with minimum limits of three million dollars (\$3,000,000.00) per occurrence, including bodily injury and property damage including loss of use; personal injury; blanket contractual liability; cross liability and severability of interest; products and completed operations; (b) Automobile liability insurance (including owned, non-owned and hired vehicles) with minimum limits of not less than two million dollars (\$2,000,000.00) per accident combined single limit for bodily injury, including death, and property damage. The Service Provider shall be solely responsible for ensuring its' personnel and subcontractor's personnel are covered under a provincial workers' compensation insurance system. The Service Provider shall provide proof of insurance coverage(s) and proof of status regarding workers' compensation upon request by CBS. The Service Provider will advise CBS within 24 hours of becoming aware of a change to its workplace safety insurance status of good standing.

4.2 The Service Provider shall remit all payments due and owing by it or its' subcontractors with respect to Workers' Compensation Insurance contributions payable on behalf of the Service Provider's personnel

and subcontractor's personnel. Should CBS be required to make WSIB contributions on behalf of the Service Provider, the Service Provider's personnel or its' subcontractors performing work or services on behalf of the Service Provider, which are rightfully due and payable by the Service Provider or the subcontractors, then CBS shall be entitled, in respect of any amounts which become payable to the Service Provider, to deduct an amount equal to any contributions it has made on behalf of the Service Provider, the Service Provider's personnel or the subcontractors.

5.0 CONFIDENTIAL AND PROPRIETARY 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. All intellectual property rights in any work products created for CBS, including all patents, trademarks, copyrights, trade secrets and industrial designs, shall be the exclusive property of CBS. The Service Provider must adopt privacy and security policies and procedures similar to those in place at CBS for the protection of personal information and that require the Service Provider to comply with applicable privacy legislation, and permit CBS to review such policies and procedures. The Service Provider must inform all staff with access to personal information of their responsibilities to protect the confidentiality and security of personal information (e.g. through privacy training). The Service Provider must promptly notify CBS in writing and provide its full cooperation to CBS in connection with any claim, inquiry, complaint, investigation or remedial action regarding the collection, storage, use or disclosure of the personal information. The Service Provider must promptly notify CBS of any privacy breaches or unauthorized access, use or disclosure of the personal information. The Service Provider must grant CBS the right to review the measures adopted to perform these obligations.

6.0 WARRANTY: The Service Provider represents and warrants and it is a condition that all Services shall: (i) be completed in a timely, professional manner; (ii) meet or exceed industry standards; and (iii) be completed in accordance with applicable requirements and specifications. The Service Provider warrants that any goods purchased or provided under this order shall: (a) conform to CBS' specifications; (b) be in good condition upon receipt by CBS; and (c) 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 Service Provider shall be notified of such defect by CBS and the Service Provider shall, at its 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.

7.0 RECALL / WITHDRAWAL AND SAFETY NOTIFICATIONS If applicable to the Services under this order, should the Service Provider become aware of a recall/withdrawal related to the equipment serviced or goods provided, the Service Provider shall immediately contact the CBS via email at: purchasing@blood.ca and CBSquality@blood.ca.

8.0 AUDIT CBS shall be entitled itself, or through a third party, with prior written notice, to audit the records and facilities of the Service Provider in respect of production, training and quality assurance matters arising from the performance of its obligations; provided that such audit is at the expense of CBS, and each party shall otherwise assume its own costs incurred in connection therewith. The Service Provider 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.

9.0 BUSINESS CONTINUITY The Service Provider shall implement and maintain a business continuity/disaster recovery program related to the provision of the Services.

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

11.0 INDEMNITY: The Service Provider shall at all times, without limiting any other right or remedy of CBS, indemnify and hold harmless CBS and any other person(s) for whom CBS is or may become responsible for in law, from and against all claims, actions, and causes of action, including workers' compensation legislation claims, with respect to loss of, damage to, or destruction of property and personal injury including death suffered or incurred by CBS and/or any person for whom CBS is or may become responsible in law where the damage is caused or contributed to, directly or indirectly by the wrongful or negligent act or omission of the Service Provider or any person(s) for whom the Service Provider is at law responsible and/or by breach of this contract by the Service Provider.

12.0 TERMINATION: CBS may immediately terminate this order in whole or in part upon written notice to the Service Provider if the Service Provider violates the CBS Supplier Code of Conduct, fails to perform the Services or meet its obligations, including maintaining valid workers compensation coverage as set out in Section 4, files a petition in bankruptcy or is adjudicated as bankrupt, 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 Service Provider, or makes a general assignment for the benefit of its creditors. Upon termination the Service Provider shall return any Confidential Information to CBS. The Service Provider will be paid for Services performed to date of termination.

13.0 GENERAL

13.1 The Service Provider, 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 provide Services under this order, and (iv) shall have qualified and trained personnel to complete the Services.

13.2 The Service Provider may not assign this order or subcontract part or all of the Services without the prior written consent of CBS which may be unreasonably withheld.

13.3 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.

13.4 All notices required to be given under this order 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. The Service Provider shall notify CBS prior to making any changes to documentation, checklists and services levels during the period of validity stated on this purchase order.

13.5 The Service Provider shall maintain records relating to its performance of Services and CBS may itself, or through a third party, audit these records. Each party shall pay its own expenses relating to such audit. The Service Provider shall reasonably cooperate and upon reasonable notice, make these records available to CBS for inspection. Original records, including all maintenance, calibration, validation, customer complaints, corrective and preventive action, training, will be maintained and archived in a secure manner by the Service Provider and shall be available for inspection and review by regulatory authorities, CBS and/or its agents. Copies of records, as a result of an audit, will be sent to CBS upon request. All inspection, measuring and testing conducted by Service Provider shall be in accordance with applicable Regulations / Standards as well as internal requirements. Calibrated instruments and validated processes (where relevant) shall be used.

13.6 This order and these terms and conditions shall be construed in accordance with, and all disputes shall be governed by, the laws of the Province of Ontario, Canada. The courts of Ontario shall have sole jurisdiction, unless the parties agree to arbitrate the matter. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this order.

13.7 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.

13.8 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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