

## General Terms and Conditions

The statements below are understood to be the terms and conditions of the Final Contract between the parties hereto (the “**Contract**”). Failure to advise the Purchaser immediately of any discrepancies, objections to or disagreement with such terms and conditions shall constitute acceptance of the Terms and Conditions. In consideration of the mutual covenants contained below, the parties hereto agree as follows:

**1. Payment Terms.** Payment will be paid in full within 30 days, against delivery of all required documents as set out in Schedule “A” – Specifications & Packaging Requirements of the Request for Quotation referenced in the Final Contract.

**2. Warranties.** Vendor warrants that: **A)** the goods (and the manufacture, packaging, storage, handling, transportation and delivery thereof) supplied and as set forth in the Contract (the “**Goods**”): (i) will comply with all applicable laws, rules, regulations, and codes of the country(ies) of production and of delivery; (ii) will conform to the specifications and packaging requirements set forth in the Contract; (iii) will be of merchantable quality, free from defects or contamination (iv) free from defects, lien, charge or other incumbrance and fit for its intended purpose; and **B)** (i) there shall be no recruitment of child labour (ii) children and young people under the age 18 years of age (“**Children**”) shall not be employed at night or in hazardous conditions; (iii) the policies and procedures relating to the employment of Children shall conform to the provisions of the relevant International Labour Organization standards; and (iv) the country of origin of the Goods is accurately set out in the quotation provided by the Vendor to the Purchaser.

**3. Anti-Terrorism/Anti-Bribery/Economic Sanctions.** The Vendor shall not, in connection with any activities under or related to any Purchaser’s Contract, directly or indirectly: (i) violate any applicable law prohibiting or penalizing terrorism; (ii) violate any applicable law prohibiting or penalizing bribery or corruption; (iii) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any government official, official of a political party, candidate for political office, or a political party or to any private (i.e. non-government) person to influence any act or decision or to secure any other improper advantage in Contract to obtain or retain business with or for the Purchaser; (iv) use some or all of the proceeds of the Final Contract in order to support, directly or indirectly, domestic or international terrorist groups or individuals; and (v) will not directly or indirectly contravene economic sanctions against governments, persons, and activities imposed by the Government of Canada. The Vendor declares and guarantees that neither it nor any employees involved in activities under or related to the Purchaser’s Contract have been convicted by a court of law for any offence involving fraud, bribery or corruption during a period of three (3) years prior to the signing of the contract and that the Vendor is not currently under sanction for any offence involving fraud, bribery, or corruption imposed by a government, an international governmental organization, or an organization providing development assistance.

**4. Protection From Sexual Exploitation and Abuse.** The Vendor shall refrain from and shall take appropriate measures to prohibit its employees or persons engaged by it from sexually exploiting or abusing any beneficiaries, employees, or volunteers connected with activities under the Purchaser’s Contract, including: (i) exchanging any money, goods, services, offers of employment or other things of value for sexual favours or activities; (ii) engaging in sexual activity with any person under the age of 18; (iii) engaging in any activities that are humiliating, exploitative, or degrading; or (iv) engaging in any other form of sexual exploitation or abuse.

**5. Inspection/Acceptance.** **A)** Purchaser will inspect the Goods delivered with regard to external damages to packaging, identity and quantity in due course of business and shall notify the Vendor of any such deficiencies. **B)** The receipt of Goods, the inspection or non-inspection of or payment for the Goods, will not constitute acceptance of the Goods and will not impair Purchaser’s right to: (i) reject nonconforming Goods; (ii) recover damages regarding defects or other failures of the Vendor to meet the Contract requirements which may be discovered subsequently; and/or (iii) exercise any other remedies to which Purchaser may be entitled. **C)** Acceptance of Goods shall not: (i) relieve Vendor from any of its obligations and warranties hereunder; and (ii) waive any rights or remedies accruing to Purchaser as a result of any breach of the Contract. **D)** Rejected Goods may be returned to Vendor or otherwise disposed of at Vendor’s sole cost and expense. Vendor shall be obligated to reimburse the Purchaser for any fees incurred for the rejected Goods.

**6. Price and Taxes.** Price and delivery terms are as stated on the face of the Contract. Unless otherwise provided on the face of the Contract, the price includes (i) all costs to comply with the terms and conditions of the Contract, (ii) any and all taxes, including sales, use, excise, value added and other taxes, (iii) fees, duties, or other governmental impositions on the sale of the Goods covered by the Contract and (iv) delivery cost to the destination set out in the Contract. If Purchaser is required to pay any taxes or other impositions related to the purchased Goods in addition to the price indicated in the Contract, Vendor will promptly reimburse Purchaser.

**7. Right to set-off.** Without limiting the Purchaser’s pursuit of any and all other rights and remedies available to it, it is expressly agreed that the Contract is subject to the purchaser’s right to set off any claims against the Vendor under or in connection with the Contract or in connection with any outstanding balances owing to the Purchaser for late delivery, quality or quantity issues.

**8. Alternate Delivery.** **A)** Purchaser shall have the right to designate any reasonable alternate delivery point if necessary to expedite or facilitate the Vendor’s performance of the Contract, but it shall have no obligation to do so. Increased shipping charges under this provision shall be for the Vendor’s account, reductions shall be for the

Purchaser’s account, unless it is solely for the Purchaser’s convenience, then it shall be for the Purchaser’s account. **B)** If Vendor is unable to deliver, Purchaser may, at its option, take delivery on Vendor’s land, in which case Vendor shall grant right of access and egress and all costs of such delivery shall be based on prevailing commercial hauling rates and shall be to the account of the Vendor.

**9. Confidentiality.** Vendor agrees to keep confidential the terms and conditions of the Contract and all proprietary information disclosed by or on behalf of Purchaser or otherwise learned or obtained by Vendor in connection with the Contract or the performance hereof. Vendor will not use any of this information other than in connection with the performance of the Contract and will not disclose any of this information except to the extent required by law and then only after prior notice to Purchaser.

**10. Audit.** Subject to reasonable confidentiality obligations, Purchaser will have the right to audit and inspect the records and facilities of Vendor and Vendor’s agents, representatives and subcontractors used in performance of the Contract or relating to the Goods or services to the extent reasonably necessary to determine Vendor’s compliance with the Contract.

**11. Risk of Loss/Title to the Goods.** Vendor will retain the risk of loss and/or damage to the Goods until the Goods are physically delivered to Purchaser. Upon physical delivery of the Goods to Purchaser, the Purchaser will obtain full title to the Goods.

**12. Indemnification.** If the Goods are adulterated under any application laws, or its shipment is in violation of any other provision of this Contract, the Vendor shall be in breach of this Contract, and shall indemnify the Purchaser from all costs, damages and losses arising out of the Vendor’s negligence or strict liability, and Purchaser may take advance of any and all remedies given under this Contract or any federal, provincial or local laws.

**13. Cancellation/Termination.** Purchaser may cancel the Contract: (i) because of the insolvency or financial condition of the Vendor; (ii) if the Vendor breaches any term or condition of the Contract, (iii) if the Vendor becomes insolvent or subject to any proceeding under any bankruptcy or any insolvency law; and (iv) in the event of Force Majeure that continues for a period of [30] days.

**14. Dispute Resolution.** The parties will cooperate with each other and work diligently together to resolve any disputes that arise in relation to the Contract as quickly as reasonably possible and in a manner, that does not jeopardize or delay completion of the Contract. In the event that, despite such efforts, the parties are unable to mutually resolve any such dispute, either party may refer the dispute to binding arbitration pursuant to the Rules of the International Chamber of Commerce before a single arbitrator who is mutually acceptable to the parties at the place set out in the Contract.

**15. Governing Law.** The jurisdiction set out in Final Contract will govern the Contract, disregarding any conflict of law rules in that jurisdiction.

**16. Exclusion of Conventions.** The parties agree that the application of the United Nations Convention on Contracts for the international Sale of Goods (1980) is excluded from this Contract.

**17. Force Majeure.** Vendor or Purchaser shall not be held responsible in any way for partial or complete non-delivery arising from circumstances falling under accepted definitions of Force Majeure e.g. strikes, riots, lockouts, civil commotion, Act of God, and including export bans if any, imposed by the exporting countries as described under the heading “origin” above

**18. Waiver.** Purchaser’s failure or delay in exercising any right or remedy with respect to the Contract will not operate as a waiver of that right or remedy. Any waiver of a right or remedy must be in writing and signed by Purchaser.

**19. Assignment/Subcontracting.** Vendor may not assign or subcontract its rights and obligations under the Contract without the prior written consent of Purchaser.

**20. Severability.** If any provision of the Contract is held by any court to be invalid, illegal or unenforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions, or any part thereof, of the Contract, all of which will remain in full force and effect.

**21. Priority of Documents.** In the event of any inconsistency or conflict within the Contract documents the order of priority of these documents, from highest to lowest shall be: (i) the Final Contract and all schedules appended to the Final Contract; and (ii) the General Terms and Conditions.

**22. Entire Agreement.** This Contract (including these General Terms and Conditions and all schedules appended to the Final Contract) form the entire agreement between the parties, and no representations of the Purchaser or its agents shall be binding on the Purchaser unless the terms thereof are contained herein.