

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order (PO), once accepted by the Vendor by signing and returning the PO or by acknowledgement confirmation by, must form a binding contract between MIP (MIP Inc., Med-I-Pant (UK) Ltd., MIP Europe GmbH, and MIP USA Inc and the Vendor. The contract between the parties is subject exclusively to the terms and conditions detailed below. Any contractual terms and conditions of the Vendor, whether included in the offer, invoices, or any other document, are hereby excluded. In the event this PO contains any provisions which are contrary to the provisions contained in the Vendor's offer, the provisions of this PO will take precedence.

INTERCOMS DATE

The incoterms date marks the deadline by which vendors must ensure the goods reach their destination. If the incoterm is FOB, it refers to the date where the good at is the port of departure.

If the incoterms are EX works, it refers to the goods are ready to be shipped and get collected by the buyer.

PACKAGING OF GOODS

The Supplier must suitably pack the Goods to avoid damage during loading, transit, delivery, unloading or storage. Pack and transport the Goods in accordance with any applicable regulations and industry codes. The Supplier will be liable for any difference in freight charges arising from its failure to follow any transport instruction in the Purchase Order, properly describe the Goods transported or suitably pack or otherwise prepare the Goods for Transportation.

PAYMENT TERMS

MIP will on fulfillment of the Delivery Terms, unless otherwise specified in the PO, make payment within the specified Terms as stated on the PO and based on the receipt of the Vendor's invoice for the goods and copies of the customs shipping documents specified in PO. Payment against the invoice referred to above will reflect any discount shown under the payment terms, provided payment is made within the period shown in the payment terms of PO.

Unless authorized by MIP, a separate invoice must be submitted in respect of each PO. Each invoice will indicate the identification number of the corresponding PO. The prices shown in the PO may not be increased, except with the express written agreement of MIP.

Inspection prior to shipment does not relieve the Vendor from its contractual obligations. MIP will have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the PO; payment for goods pursuant to the PO must not be deemed to constitute acceptance by MIP of the goods.

RISK OF LOSS, DAMAGE OR DESTRUCTION

The risk of loss or damage to, or destruction of, the goods must be borne by the Vendor until physical delivery of the goods has been completed in accordance with the PO.

WARRANTY

By accepting this PO, Vendor warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with MIP's specifications, drawings and data, and Vendor's descriptions, promises or samples, and that such goods will be fit for the MIP's intended use, provided Vendor has reason to know of such. In cases where Vendor does not understand the intended use of the material, it must be the Vendor's responsibility to learn all that is necessary about the intended use to recommend and ensure proper application of the materials by MIP. The vendor will convey good title to the goods, free and clear from all liens, claims, and encumbrances. The vendor, without cost to MIP, must promptly do all things necessary to correct any breach of the above warranties in a manner satisfactory to MIP. If Vendor is unable or refuses to repair or replace as MIP may require, MIP may contract or otherwise repair or replace such defective goods and back-charge Vendor for the excess cost. This warranty must survive acceptance of the items and is in addition to any warranties of additional scope given to MIP by Vendor. No implied warranties by the Vendor are excluded.

FORCE MAJEURE

Neither party to the PO must be held responsible for delay in the fulfilment thereof due to force majeure, strikes, lock out, war, civil unrest, or other factors outside its control or stipulated in the supply agreement.

RIGHTS OF MIP

In case of failure by the Vendor to comply with the terms and conditions of the PO, including but not limited to failure to obtain necessary export license, or to make delivery of all or part of the goods by the agreed Delivery Date(s), MIP may, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 1- Procure all or part of the goods from other sources, in which event MIP may hold the Vendor responsible for any additional cost occasioned thereby.
- 2- Refuse to accept delivery of all or part of the goods; and/or
- 3- Terminate the PO.

INDEMNIFICATION

The Vendor must indemnify and save harmless MIP and any other party who receives the goods delivered hereunder from and against all claims, damages, losses, costs, and expenses arising out of any injury, sickness or death to persons or any loss of or damage to property, caused by the fault or negligence of the Vendor. MIP must promptly give notice to the Vendor of any claims, damages, losses, costs, and expenses and must cooperate in a reasonable manner with the Vendor.

ASSIGNMENT AND INSOLVENCY

The Vendor must not assign, transfer, pledge or make other disposition of this PO or any part thereof, or any of the Vendor's rights, claims, or obligations under this PO except with the prior written consent of MIP. Should the Vendor be adjudicated bankrupt, or be liquidated or become insolvent, or should the Vendor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Vendor, MIP may, without prejudice to any other right or remedy it may have under these General Terms and Conditions, terminate this PO forthwith. The Vendor must immediately inform MIP of the occurrence of any of the above events.

COMPLIANCE WITH MIP CODES AND POLICIES

By accepting this PO, the Vendor acknowledges that it has read, and hereby accepts and agrees to comply with the MIP Policies (as defined below). In connection with the foregoing, the Vendor must take appropriate measures to prevent and respond to any violations of the MIP Policies, by its employees and any other persons engaged by the Vendor to perform any services under the PO. Without limiting the foregoing, the Vendor must promptly report to MIP, in accordance with the terms of the applicable MIP Policies, any actual or suspected violations of any MIP Policies of which the Vendor becomes aware. For the purposes of the PO, the term "MIP Policies" means collectively: (i) the MIP Corporate Social Responsibility Statement; (ii) the MIP Modern Slavery Statement; (iii) the MIP Whistleblowing Policy.

As they are amended from time to time, always refer to the most up to date Policies which are publicly available on the MIP website at the following links:

- Corporate Social Responsibility Statement - <https://www.mip.ca/supplier-resources-policies.html>
- Modern Slavery Statement - <https://www.mip.ca/supplier-ressources-policies.html>
- Whistleblowing Policy - <https://www.mip.ca/supplier-ressources-policies.html>
- Non-disclosure agreement - <https://www.mip.ca/non-disclosure-agreement.html>

BREACH OF ESSENTIAL TERMS

The Vendor acknowledges and agrees that each of the provisions of Paragraphs compliance with MIP codes and policies hereof constitutes an essential term of the PO, and that in case of breach of any of these provisions, MIP may, in its sole discretion, decide to:

- 1- terminate this PO, and/or any other contract concluded by MIP with the Vendor, immediately upon written notice to the Vendor, without any liability for termination charges or any other liability of any kind; and/or (ii) exclude the Vendor from participating in any ongoing or future tenders and/or entering any future contractual or collaborative relationships with MIP.
- 2- MIP be entitled to report any violation of such provisions to MIP's governing bodies.

Changes: MIP's Representative may, at any time, by written notice, make changes in any of the following: (i) Specifications; (ii) method of shipment or packing; (iii) place of inspection, acceptance or delivery point; (iv) delivery schedule; (v) quantities of Goods; (vi) amount of MIP-Furnished Property, if any; (vii) terms and conditions of the Contract required to meet MIP's obligations under any government prime contracts or subcontracts; and, if the Contract includes Services, (viii) description of services to be performed; (ix) time of performance (e.g., hours of the day, days of the week, etc.); and place of performance. Should any such change cause an increase or decrease in the cost of, or the time required for, performance of the Contract, the parties shall negotiate an equitable adjustment to the Contract price and/or schedule and MIP will modify the Contract accordingly. Vendor must assert its right to an equitable adjustment under this clause within ten (10) days from receipt of MIP's notification of the change, by submitting a firm quotation, including the cost or the additional time required for performance of the change. MIP may examine Vendor's pertinent books and records to verify the amount of Vendor's claim. If Vendor's proposed equitable adjustment includes the cost of property made obsolete or excess by the change, MIP may direct the manner of disposition of the property. Failure to agree to any adjustment shall be resolved in accordance with Clause SETTLEMENT OF DISPUTES. However, nothing in this Clause will excuse Vendor from proceeding without delay with the Contract as changed. Notwithstanding the above, MIP may, at its discretion, change the Contract delivery schedule (bring forward or delay), with no price adjustment, if such change does not impact a delivery schedule date due within the next four (4) week time.

AUDITMIP may request a financial and operational review or audit of the goods supplied by the Vendor under this PO, to be conducted by MIP and/or parties authorized by MIP, and the Vendor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the period of the supply of the goods under this PO, or within five years of the supply of the goods. To facilitate such financial and operational review or audit, the Vendor must keep accurate and systematic accounts and records in respect of the goods supplied under this PO. The Vendor must make available, without restriction, to MIP and/or parties authorized by MIP:

- 1- the Vendor's books, records, and systems (including all relevant financial and operational information) relating to this PO; and

reasonable access to the Vendor's premises and personnel. The Vendor must provide satisfactory explanations to all queries arising in connection with the audit and access rights. MIP may request the Vendor to provide complementary information about the goods supplied under this PO that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Vendor and related to the goods supplied hereunder.

SURVIVING PROVISIONS

Those provisions of this PO that are intended by their nature to survive its expiration or earlier termination must continue to apply.

SETTLEMENT OF DISPUTES

Any matter relating to the interpretation or application of this PO which is not covered by its terms must be resolved by reference to Canadian laws, USA laws, UK laws or Germany laws, depending on which of the MIP business units the PO is originated. Any dispute relating to the interpretation or application of this PO must be settled amicably by consultation or negotiation

NON-DISCLOSURE AGREEMENT

The vendors will not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.