

General terms and conditions for goods

Last update: December 17, 2024

1. Definitions

“*Buyer*” means Nutrition International.

“*Seller*” means the seller of the goods specified in the Order.

“*Goods*” means the goods, supplies, or items that include, but are not limited to, those part numbers, model numbers, and/or descriptions set forth in the Order.

“*Order*” means the order for the goods described in this document.

2. Acceptance

The Seller shall promptly acknowledge the Order. Acceptance of this Order, delivery of goods, or any part thereof, constitutes an acceptance of the Order and its terms and conditions.

3. Entire Agreement

The Order, including these terms and conditions and together with any attachments, schedules or other documents specifically referenced in the Order, forms the entire agreement between Seller and Buyer and no variation thereof, irrespective of the wording or terms of the Seller’s acceptance, will be effective unless specifically agreed to in writing by the Buyer. No local, general or trade customs shall be deemed to vary the terms thereof.

4. Order Changes

No substitutions, alterations, additions, or deletions are authorized to this Order without the written consent of Buyer. The Buyer reserves the right to return the Goods at Seller’s expense if the Goods are non-conforming, unless prior written approval for the modification has been obtained.

5. Inspection and Return

All Goods must be new and unused unless specified otherwise herein and delivered strictly in accordance with the quantities, specifications, terms and conditions of the Order. The Order number must appear on all packing slips. Time shall be of the essence in all matters arising under the Order.

Title to all Goods shall be furnished free and clear of all liens, charges or other encumbrances.

All Goods are received subject to inspection within a reasonable time after delivery. Signed delivery dockets do not mean acceptance by the Buyer of Goods delivered but only the number of packages or cartons delivered. The Buyer must promptly notify the Seller of any defects appearing, and hold Goods so found to be defective for the Seller's instructions and at the Seller's risk for a reasonable period not exceeding 60 days. If the Seller's instructions are not received within that period, the Buyer may return the defective Goods to the Seller's premises at the Seller's expense and risk and any expense incurred by the Buyer in such return is payable forthwith by the Seller and may be set off by the Buyer against any moneys otherwise due by the Buyer to the Seller.



6. Warranties

The Goods must be fit for the purpose for which goods of the same kind are commonly supplied and any other purpose made known to the Seller, be free from defect in material and workmanship, and carry any applicable manufacturer's warranty.

7. Invoices

The Order number must appear on all invoices. Invoices must be mailed to the Nutrition International, Accounts Payable, 180 Elgin Street, Suite 1000 Ottawa, Ontario K2P 2K3, unless otherwise stated in the Order.

8. Price and Payment

Unless otherwise specified in the Order, payment terms will be Net 30 and amounts paid under the Order shall be in the currency of the purchase order. Buyer shall have no obligation to pay any amount prior to Buyer's receipt of a correct and proper invoice.

If cash discounts are offered and identified, such discount periods will be computed from the date of delivery of the goods or services ordered, or the date of Buyer's receipt of a correct and proper invoice, whichever is later.

9. Packing

Buyer's Order number and specific delivery location must appear on the outside of each package and on all packing slips, invoices and allied papers. A packing slip must be included with each shipment. Except as expressly provided in the Order, Seller shall pack, mark and prepare all shipments to meet the carrier's requirements, at Seller's expense.

10. Freight Charges

Except as expressly provided in the Order, packing, shipping, unloading, assembling and installation are included in the purchase price set forth in the Order and Buyer shall not be charged any additional amounts for such services.

All shipments on which freight charges are due must be prepaid. Collect shipments cannot be accepted.

11. Risk of Loss

The Goods shall be at the risk of the Seller who shall bear all loss of or damage to all Goods purchased pursuant to the Order until they are received by Buyer.

12. Indemnity

Seller warrants that it has the right to use and sell any patentable devices or parts used in the Goods purchased, and shall indemnify, defend and hold Buyer harmless against all claims, liabilities, losses, damages, costs and expenses (including legal fees) resulting from or arising in connection with any actual or claimed infringement of any patent, copyright, mask work, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party, with respect to the Goods provided under the Order.

This clause shall survive the termination of this agreement.



13. Conflict of Interest

Buyer's policy requires avoidance of real or apparent conflict of interest. No employee, officer or agent of Buyer shall knowingly participate in the selection, award or administration of a contract with Seller if Buyer or any member of Buyer's immediate family has a material financial interest in Seller, or is negotiating, or has any arrangement concerning prospective employment with Seller.

No officer, employee or agent of Buyer shall either solicit or accept gratuities, favours or anything of monetary value from Seller, including any contingent fee.

If Seller has reason to believe any officer, employee or agent of Buyer has violated any provision of this paragraph, Seller immediately shall notify Buyer of the suspected violation

14. Insurance

Upon request of Buyer, Seller shall provide Buyer with an insurer's certificate of insurance in accordance with the insurance coverage requirements outlined in this agreement.

15. Assignment

Seller shall not assign, transfer or subcontract any part of the Order without the prior written consent of Buyer, and any assignment in violation of this provision shall be null and void.

16. Waiver or Breach of Contract

The waiver of a breach of a term or condition of the Order is not binding upon either party, unless the waiver is in writing and signed by Buyer, or by Seller and that waiver does not affect the rights of either party with respect to any other breach.

17. Cancellation/Termination



The Buyer reserves the right to cancel this Order if (i) the Goods ordered are not delivered or completed on the delivery date specified in this Order; (ii) the Seller is in breach of any of its obligations contained in this Order or any other Order between Buyer and Seller; or (iii) the Seller threatens to, or goes into, any form of receivership or liquidation. Over shipment against the Order shall be returned with freight charges to the Seller's account.

The Seller does not have and may not prosecute any claim whatsoever at law or in equity against Buyer if Buyer cancels the Order under the preceding sub-clause.

18. Damages

Without limiting Buyer's rights and remedies at law or in equity, Buyer reserves the right to charge Seller for any loss, expense (including reasonably attorneys' fees) or damage sustained as a result of Seller's failure to deliver conforming Goods or other breach of the Order, including without limitation, expenses incurred in connection with Buyer's purchase of substitute goods, incidental damages and consequential damages resulting from Seller's failure or breach.

19. Shipping Instruction



All Goods delivered shall be accompanied by a packing slip and, where appropriate, Material Safety Data Sheets. The packing slip shall provide at least the following information: a description of the Goods, part numbers, revision status, quantity shipped and PO number.

20. Delays

Should Seller anticipate a problem in complying with this agreement, Seller shall notify Buyer as soon as reasonably possibly upon becoming aware of such problem.

21. Force Majeure

Any delay in or failure by either party in performance hereunder shall be excused if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control (an event of force majeure). Such performance shall be so excused for the period during which such inability of the party to perform is so caused by for no longer period and shall be remedied as far as possible with all reasonable despatch. Any time period for performance shall be extended by a period equal in duration to any period during which such performance is excused by this Condition.

If any of the events detailed above prevents either party from performing all of its obligations under the Order for a period in excess of 45 days, the party affected by such non-performance may terminate the Order.

22. Compliance with Laws

Seller shall comply with all applicable laws and regulations.

23. Governing Law

All matters arising under or related to the Order shall be governed by the laws in the Province of Ontario.

24. Severability

The provisions of this agreement are severable and the invalidity or ineffectiveness of any part shall not affect or impair the validity and effectiveness of remaining parts or provisions of this Contract.

25. Language

The parties have requested that this agreement and all notices or other communications relating thereto be drawn up in English.



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