

**PURCHASE ORDER TERMS AND CONDITIONS**  
**(Canada Purchase Order Terms and Conditions for Suppliers Working with Baxter)**

1. **AGREEMENT:** This purchase order ("Order") is Buyer's offer to Seller and becomes a binding contract, subject to the terms and conditions hereof, when accepted by acknowledgement or commencement of performance by Seller. Buyer objects to all additions, exceptions, or changes to these terms and conditions, whether contained in any printed form of Seller or elsewhere, unless Seller has obtained prior written approval from Buyer. To the extent there are any inconsistencies between these terms and conditions and those written on the face of this Order, the latter will control.
2. **PRICE:** Unless otherwise specified, the prices stated on the front of this Order include all charges for packing, hauling, storage, transportation to point of delivery, and taxes. Sales and use taxes not subject to exemption shall be stated separately in Seller's invoice. Seller warrants that the prices quoted in this Order are no greater than those currently charged to any other buyer for similar quantities of goods and/or services. Any price reduction extended to others by Seller prior to delivery shall also be extended to Buyer.
3. **PAYMENT TERMS:** Buyer will make undisputed payments for goods and/or services that meet all applicable requirements within ninety (90) days after the later of: (a) receipt of the goods or completion of performance of the services identified in this Order; and (b) receipt of a complete invoice. Buyer may withhold payment of any amounts that it disputes in good faith. Payment of an invoice shall not constitute acceptance of any products, and the invoice will be adjusted for any errors, shortages and defects. Any billing dispute will not be cause for Seller's non-delivery of goods or non-performance of services. Buyer shall have the right to update its payment terms upon notice to Seller in the event Buyer makes such change at a corporate level.
4. **REIMBURSEMENT OF EXPENSES:** Seller must obtain prior written approval from Buyer for reimbursement of any and all expenses.
5. **CHANGES:** Buyer may at any time make changes in the scope or quantity of the goods and/or services covered by this Order in other terms hereof, in which event an equitable adjustment will be made to any price, time of performance, and other provisions of this Order if appropriate. Claims for such an adjustment must be made within fifteen (15) days from the date of receipt by Seller of notice of the change. Substitutions or changes in quantities or specifications by Seller shall not be made without Buyer's prior written approval.
6. **WARRANTY:** Seller covenants, represents and warrants that:
  - a) The goods and/or services ordered shall be merchantable; shall conform to this Order, to specifications, drawings, and other descriptions referenced in this Order, and to any accepted samples; shall be free from defects in materials and workmanship; shall be free from defects in design unless the design was supplied by Buyer; and shall be fit and safe for the intended purposes. Seller warrants that it has clear title to the goods and that the goods and services shall be delivered free of liens or encumbrances;
  - b) The goods; (1) are not adulterated or misbranded within the meaning of the Food and Drugs Act R.S.C., 1985, c. F-27 (the "Act"), its regulatory mandate under the Food and Drug regulations (C.R.C., c. 870), or within the meaning of any applicable federal, provincial or municipal law in which the definitions of "adulteration" and "misbranding" are substantially identical with those contained in the Act; (2) are in full compliance with all regulations of Health Canada; and (3) otherwise comply will all applicable laws and regulations or other legal requirements concerning the manufacture, packaging and delivery of the goods;
  - c) Seller will perform all services in a competent, professional and workmanlike manner and in compliance with all applicable laws, and it has the required qualifications and expertise to perform;
  - d) Seller will comply with Buyer's guidelines (and any future modifications thereto), including those related to data privacy and information security;
  - e) Neither Seller nor any of its employees, or authorized subcontractors have: i) been listed by any federal or provincial or state agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal, provincial and/or state programs, including, but not limited to, exclusion, debarment, or suspension as noted by the List of Excluded Individuals/Entities ("LEIE") issued by the Office of Inspector General of the Department of Health and Human Services Office ("OIG"), the U.S. General Services Administration ("GSA") and/or the Food and Drug Administration ("FDA"); ii) been convicted of any crime relating to any

federal, provincial and/or state program; or iii) been included on the Specially Designated Nationals list ("SDN List") maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or any other similar list, domestic or foreign;

- f) o officer, director, partner, owner, principal, employee or agent of Seller is an employee of a governmental agency or is instrumentality in a position to influence the actions or decisions regarding the activities of Seller contemplated by this Order. Neither Seller nor any person employed by or representing it has made, offered, promised or authorized, or shall make an offer, promise or authorize, either directly or indirectly, to any official representative or employee of any governmental agency or instrumentality, to any political party or officer thereof, or to any candidate for public office, for the purpose of influencing a decision by any of them to take actions favorable to Buyer or Seller on any matter related directly or indirectly to the subject of this Order, securing an improper advantage for Buyer, obtaining or retaining business or a business advantage, or the improper performance of a public official function or activity; and
  - g) The warranties in this Section 4 and any other warranties as may be prescribed by applicable law, shall extend to Buyer, its successors, assigns, affiliates and customers, and to users of the goods and/or services and shall run through any expiration date stated on the goods, or, if no expiration date is stated, then for a period of one (1) year after delivery. Claims under these warranties must be made within the applicable period prescribed by statute.
7. **INSPECTION; TESTING:** Goods purchased under this Order are subject to Buyer's reasonable inspection, testing, and approval at Buyer's destination. If any of the goods or services are found to be defective in material or workmanship, non-conforming to the warranties made herein or not in conformity with the requirements of this Order, then the Buyer shall be entitled: (i) to require the Seller to supply replacement goods or re-perform the services in accordance with this Order as quickly as reasonably possible, or (ii) at the Buyer's sole option and whether or not the Buyer has previously required the Seller to supply any replacement goods or re-perform the services, to reject and return such goods at Seller's expense or to treat this Order as terminated by Seller's breach and require the repayment of any part of the price which had been paid. Seller shall also reimburse Buyer for all commercially reasonable, documented and actually incurred costs and expenses incurred by Buyer as a result receiving non-conforming goods, including the cost of returning the non-conforming goods to the Seller, the costs, fees and penalties payable by Buyer to a customer, costs and expenses related to or arising from Buyer's purchase of substitute goods and/or services, incremental training costs for substitute goods and costs to rework and redesign facilities to accommodate substitute goods and/or services, expedited shipping costs, recall and field correction costs, product re-testing costs and customer and regulatory authority notification costs and costs of destruction. Payment for any goods under this Order shall not be deemed acceptance of the goods.
8. **RECALL:** In the event that a recall of the goods is necessitated by a defect, a failure to conform to the specifications, applicable laws, or any other reason within the Seller's control, Seller shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning goods, lost profits, and other expenses incurred to meet obligations to third parties.
9. **SHIPMENT OR DELIVERY SCHEDULES:** Shipment or delivery of goods shall be in accordance with the schedule specified in this Order. If Seller does not, or it appears that Seller will not, meet such schedule, Buyer may, in addition to any other rights or remedies provided by law or this Order, require that Seller ship the goods via expedited routing to meet the schedule or to recover the time lost and Seller shall pay the difference in shipping costs. Seller shall reimburse Buyer for all commercially reasonable, documented and actually incurred costs and expenses incurred by Buyer as a result of late delivery of goods, including the costs, fees and penalties payable by Buyer to a customer. At any such time that Seller exceeds three (3) late deliveries in a thirty (30) day period, Buyer has the right to request a written action plan, normally in the form of a Supplier Corrective Action Plan ("SCAR") from the Seller on how late deliveries are being resolved.
10. **OVERSHIPMENT/SERVICES:** Over-shipment of goods not approved by Buyer in writing will be returned, at Seller's expense, if such over-shipment exceeds 10% of the total order price or \$500.00, whichever is smaller. Unless otherwise specified in this Order, Buyer will only be responsible for payment for hours actually worked by Seller's employees, agents, authorized contractors and subcontractors and will not be responsible for any other costs, expenses or amounts, including, without limitation, any amounts in respect of meals,

accommodations, transportation, mileage, telephone charges, photocopying, travel time, stand-by-time (such as weekend layovers near the job site) or incremental overtime rates.

11. **SUBSTITUTION, MODIFICATION:** No substitution or modification of any goods and/or services, component parts, tooling, sources of raw materials, processes, or manufacturing sites may be made without Buyer's prior written consent.
12. **SPECIAL LAWS:** In filling this Order, Seller will comply with all applicable federal, provincial, and municipal laws, with regards to recruiting and retaining minorities in all levels of its workplace, including the following:
  - a) In the event this order has a value of ten thousand dollars (\$10,000) or more and Seller is a U.S. company or provides any of the goods and/or services through its U.S. operations, Seller must comply with various statutes, regulations, executive orders and legal obligations, as set forth in this Section:
    - (1) EEO 11246 (Affirmative Action for Women and Minorities) 41 CFR 60-1.4:
      - (A) Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Seller agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of this Agreement, including all places where notices to employees are customarily posted both physically and electronically.
      - (B) Seller will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
      - (C) Seller will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 and shall post copies of the notice in conspicuous place available to employees and applicants for employment.
      - (D) Seller will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
      - (E) Seller will furnish all information and reports required by Executive Order 11246 and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary or Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
      - (F) In the event that Seller does not comply with any of the requirements set forth in paragraphs (A) or (B) above, this Order may be canceled, terminated, or suspended in whole or in part, and the Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 11246 of September 24, 1965. Such other sanctions or remedies may be imposed as are provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
      - (G) Seller will include the provisions of paragraphs (A) through (D) herein in every subcontract or purchase order entered into in connection with this Order (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11264 of September 24, 1965), so that such provisions will be binding upon each subcontractor. Seller will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of

sanctions for non-compliance; provided, however, if Seller becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, Seller may request the United States to enter into such litigation to protect the interests of the United States.

- (2) VEVRAA (Affirmative Action for Veterans)—41 CFR 60-300.5. Seller shall abide by the requirements of 41 CFR 60-300.5(A). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered private contractors and subcontractors to employ and advance in employment qualified protected veterans.
- (3) Section 503 (Affirmative Action for Individuals with Disabilities)—41 CFR 741.5(a). Seller shall abide by the requirements of 41 CFR 741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Seller also represents that:

- b) To the extent applicable, the goods are compliant with EU RoHS (RoHS-1 and RoHS -2) Directives or country/regional equivalent and agrees to furnish evidence of compliance upon request by Buyer;
  - c) The goods do not contain any substances regulated as a substance under the Domestic Substances List (DSL) in the Canada Management Plan (CMP), unless explicit notification is provided to Buyer in advance and subsequently as new substances are added to the CMP periodically;
  - d) The goods are manufactured and provided to Buyer in a manner that complies with all applicable human rights laws, including local laws and international frameworks such as but not limited to California Transparency in Supply Chain Act and provisions of the Dodd-Frank Act (conflict minerals rules). Seller further represents that the goods are conflict mineral-free, meaning any gold, tin, tantalum, or tungsten contained in the goods are sourced only from conflict – free zones, sources, and smelters. Seller agrees to cooperate and fulfill related due diligence activities with its suppliers or represents that it has already done so; and
  - e) The goods are consistent with, and can be used in compliance with, the Federal and Provincial Environmental, Health and Safety acts and regulations, that services to be performed on Buyer's premises will be consistent with the applicable provisions, and that Seller will provide Buyer the latest material safety data sheets (MSDS) for any chemical substance determined to be hazardous.
13. **INDEMNIFICATION:** Seller shall defend, indemnify and hold Buyer, its members, officers, directors, successors, assigns, affiliates, employees, customers, and users of the goods and/or services harmless with respect to all claims, liability, damage, loss, and expenses, including attorney's fees, incurred relating to or caused by:
- a) Actual or alleged patent, copyright, or trademark infringement or violation of other proprietary rights, arising out of the purchase, sale, or use of the goods and/or services covered by this Order;
  - b) Actual or alleged defect in the services or in the design, manufacture, or shipment of the goods;
  - c) Actual or alleged breach of warranty;
  - d) Failure of Seller to deliver the goods and/or services on a timely basis; or
  - e) Failure of the goods and/or services to meet the requirements of any applicable law, including without limitation the following statutes: Food and Drugs Act R.S.C., 1985, c. F-27 and its regulatory mandate under the Food and Drug regulations (C.R.C., c. 870), Federal Food, Drug and Cosmetic Act; Biological Products section of the Public Health Service Act; EU Restrictions of Hazardous Substances Directive (RoHS – 1 and RoHS – 2); EU REACH Directive; the Waste Electrical and Electronic Equipment Directive 2012/19/EU of the European Parliament and of the European Council of 24th July 2012 and The Batteries Directive 2006/66/EC of the European Parliament and of the European Council of 6th September 2006 and its amendments and any other environmental product stewardship directives Federal Insecticide, Fungicide, and Rodenticide Act; Federal Hazardous Substances Act; Federal Caustic Poison Act, Toxic Substances Control Act; Flammable Fabrics Act; Fair Packaging and Labeling Act; Wool Products Labeling Act; Magnuson-Moss Warranty Federal Trade Commission Improvement Act; and Occupational Safety and Health Act of 1970.

In the event of a claim under this paragraph, and in addition to any and all other rights and remedies available to it, Buyer may at its option terminate this Order or defer acceptance of the balance of the goods and/or

services ordered until the claim is resolved. If Buyer is enjoined from use of the goods, Seller shall at Buyer's option, either procure for Buyer the right to continue using the goods, replace the goods with substantially equivalent goods, modify the goods so as to be usable by Buyer, or repurchase the goods at the price set forth in this Order. This Section 13 shall not be construed to indemnify Buyer for any loss to the extent it is attributable to Buyer's design, specification, or negligence.

14. **INSURANCE**: Seller shall obtain and keep in force for three (3) years after the last delivery under this Order commercial general liability insurance covering each occurrence of bodily injury and property damage in the amount of not less than \$2 Million Dollars (or any other amount Buyer may indicate in this Order) combined single limit with special endorsements providing coverage for:
- a) Products and Completed Operations Liability;
  - b) Blanket Broad Form Vendor's Liability;
  - c) Blanket Contractual Liability;
  - d) Manufacturer's Errors and Omissions; and
  - e) Product Recall/Testing/Replacement Coverage.

If services are performed under this Order on Buyer's premises, Seller shall also obtain Premises-Operations, Personal Injury, and Independent Contractors Protective Liability endorsements, and shall further obtain Workers' Compensation, Employer's Liability and Automobile Liability Insurance coverage in amounts acceptable to Buyer, and if Seller will have access to Buyer property, computer systems and/or data, Third Party Fidelity/Crime Coverage. If requested, Seller shall furnish Buyer with a certificate evidencing the required insurance.

15. **RISK OF LOSS**: Seller shall bear the risk of loss or damage to the goods covered by this Order until they are delivered to and accepted by Buyer.
16. **LIMITATION OF LIABILITY**: BUYER WILL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST TIME, LOST PROFITS OR LOST SALES) ARISING FROM ANY TRANSACTIONS UNDER THIS ORDER.
17. **AUDIT**: To verify Seller's compliance with this Order, Buyer and its representatives will have the right, at reasonable times and places and upon reasonable notice, to (a) inspect all facilities, resources and procedures employed by Seller in manufacturing or providing the goods and services; and (b) examine all books and records relating to the goods and services.
18. **BUYER-FURNISHED MATERIAL**: Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Buyer, any material, tooling, dies, drawings, designs, or other property or information furnished by Buyer ("Material") without Buyer's prior written approval. Title to all Material shall remain in Buyer at all times, and where practicable the Material shall be clearly marked or tagged to indicate this ownership. Seller shall bear the risk of loss or damage to the Material until it is returned to Buyer. All Material, whether or not spoiled or used, shall be returned to Buyer at termination or completion of this Order unless Buyer shall otherwise direct.
19. **REFERENCES TO BUYER**: Seller shall not present nor publish, nor submit for publication, any work specifically resulting in relation to the goods and/or services supplied solely for Buyer or that identifies or may identify Buyer without Buyer's prior written approval. Seller shall not use Buyer's name in any advertising, articles, press release, social media, promotional materials or website advertising, or disclose to any third party the terms of this Order or the fact that Seller is supplying goods and/or services to Buyer, without Buyer's prior written consent, which is in its sole discretion to grant or withhold.
20. **USE OF SELLER'S INFORMATION**: All information disclosed to Buyer in connection with this Order is furnished as part of the consideration for Buyer's placement of this Order. This information is not to be treated as confidential or proprietary, and no claim will be asserted against Buyer, its assigns, affiliates or customers, for its disclosure or use.

21. **TERMINATION:**

- a) Buyer may terminate this Order, in whole or in part, without liability: If Buyer anticipated Seller's breach of this Order and Seller does not provide adequate assurance of its performance within ten (10) days of Buyer's request; if deliveries are not made at the time or in the quantities specified; or in the event of a breach or failure by Seller to meet other terms of this Order. This right shall be in addition to any other remedies provided Buyer by law.
- b) Buyer may terminate this Order, in whole or in part, at any time for its convenience by notice to Seller in writing. Seller's sole compensation for such termination shall be payment by Buyer of the percentage of the total Order price corresponding to the proportion of work completed in filling the Order prior to such notice, plus any reasonable expenses incurred by Seller in terminating orders and work in progress. Such termination claim must be submitted to Buyer within sixty (60) days of the date of termination and shall be subject to audit by Buyer.
- c) Upon any termination under this paragraph, title to all equipment materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling, and any other items for which Seller may submit a claim shall vest in Buyer, and Seller shall promptly deliver these items to Buyer and take all necessary action to protect such property prior to such delivery.

22. **SETOFF:** Any counterclaim against Seller or any of its related entities by Buyer or any of its related entities which arise out of this or any other transaction may be set off against any money due seller under this Order.

23. **ASSIGNMENT; SUBCONTRACTING:** Seller shall not assign, subcontract, lease, sell or otherwise transfer, in whole or in part, any rights granted under this Order without Buyer's prior written consent, which Buyer may grant or withhold in its sole discretion. Any attempted assignment without Buyer's consent will be void and of no effect. Any permitted assignee shall assume in writing all obligations of Seller under this Order; provided, however, that Seller shall remain primarily liable for such obligations. Buyer may assign this Order without the consent of Seller. The Order will be binding upon and inure to the benefit of the permitted assigns of each party.

24. **WAIVER; SEVERABILITY:** No waiver by Buyer of any breach of this Order by Seller shall be considered as a waiver of any subsequent breach of the same or any other provision. No claim or right arising out of a breach of the terms and conditions of this Order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. If at any time any one or more of the provisions contained this Order is or should become invalid, illegal or unenforceable in any respect under any law, rule, regulation or ruling, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

25. **CONTROLLING LAW:** This Order and the performance under it shall be governed and construed in accordance with the laws of the Province of Ontario, excluding its conflicts of laws provisions, and the federal laws of Canada applicable therein.

26. **DISPUTE RESOLUTION:** Any and all disputes, claims or controversies ("Disputes") arising out of or relating to this Order, including without limitation, any Dispute as to the existence, validity, performance, breach or termination of this Order, shall be resolved in the following manner set forth in this Section 26.

- a) A party must first send written notice of the dispute to the other party for attempted resolution by negotiation between executives of each party who have authority to settle the controversy. Such negotiations must be conducted within fourteen (14) days (all references to "days" in this provision are to calendar days) after such notice is received (the "Negotiation Period"). If the parties fail to meet or if the matter has not been resolved within such Negotiation Period, the parties shall mediate their dispute within 30 days after such Negotiation Period has expired. If the mediation fails to resolve all outstanding disputes between the parties or if the mediation has not been scheduled within thirty (30) days of the end of the applicable Negotiation Period, either party may initiate arbitration with respect to the matters submitted to negotiation and mediation by filing a written demand for arbitration. Such disputes shall be settled by final and binding arbitration in accordance with the provisions of the *Arbitrations Act*, 1991 (Ontario) (the "**Arbitrations Act**") and the Arbitration Rules of the ADR Chambers Inc. except to the extent that those are modified by this Section (the "**Rules**"). The place of arbitration shall be Toronto, Ontario. Notwithstanding the foregoing, to

the extent a party is seeking injunctive relief, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction over such matter in Toronto, Ontario, and this relief shall remain in effect until the parties reach a resolution or so long as the arbitrator(s) feel as appropriate.

- b) For disputes under \$10,000,000, one arbitrator shall either be mutually agreed by the parties or appointed in accordance with the Rules. For disputes over \$10,000,000, a panel of three (3) arbitrators shall be appointed in accordance with the Rules. Within thirty (30) days following the initiation of an arbitration proceeding, the arbitrator(s) will be selected. No later than sixty (60) days after selection, the arbitrator(s) shall hold a hearing to resolve each of the issues identified by the parties. All arbitration proceedings shall be conducted in the English language. At least seven (7) days prior to the hearing, each party shall submit the following to the other party and the arbitrator(s):
- i. A copy of all exhibits on which such party intends to rely in any oral or written presentation to the arbitrator(s);
  - ii. A list of any witnesses such party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;
  - iii. A proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or of any legal arguments. The parties agree that neither side shall seek as part of its remedy any punitive damages; and
  - iv. A brief in support of such party's proposed rulings and remedies, provided the brief shall not exceed twenty (20) pages.
- c) Within fourteen (14) days following completion of the hearing, each party may submit to the other party and the arbitrator(s) a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall not exceed ten (10) pages. The arbitrator(s) shall rule on each disputed issue within twenty-one (21) days following completion of the hearing. Such ruling shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue and may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The arbitrator(s) shall not adopt any written opinion or otherwise explain the basis of the ruling. If the arbitrator(s) rule in favor of one party on all disputed issues, the losing party shall pay the prevailing party's fees and expenses (including attorney's fees). If the arbitrator(s) rule in favor of one party on some issues and the other party on other issues, the arbitrator(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the ruling. The rulings of the arbitrator(s) and the allocation of fees and expenses shall be binding, non-reviewable and non-appealable, and may be entered as a final judgment in any court having jurisdiction. Except as required by law, the parties agree to keep confidential the existence of the arbitration, the submissions made by the parties (including exhibits, testimony, proposed rulings and briefs) and the decisions made by the arbitrator(s), including its awards.

27. **INJUNCTIVE RELIEF**: Notwithstanding the Dispute Resolution section above, Buyer may seek injunctive relief by a court of competent jurisdiction in accordance with Section 25 above.

28. **REMEDIES NOT EXCLUSIVE**: The rights and remedies of Buyer provided under these Terms and Conditions are cumulative and not exclusive and are in addition to any other rights and remedies provided at Law or in equity.

29. **INDEPENDENT CONTRACTOR**: The relationship of the parties is that of independent contractors. The parties will not be deemed partners or joint ventures, nor will one party be deemed an agent or employee of the other party. Neither party has any express or implied right to assume or create any obligation on behalf of, or in the name of, the other party or to bind the other party to any contract, agreement or undertaking with any third party, and no conduct of a party shall be deemed to imply such right. Seller assumes any and all responsibility for its employees for withholding any and all appropriate taxes, and for complying with any federal, provincial and local employment laws and ordinances including, but not limited to, workers compensation, unemployment insurance, and wage and hour laws. Baxter shall deduct from any amount paid or credited to Seller pursuant to the terms of this order attached hereto, such amount as is required by applicable law to be deducted or withheld from such payment or credit, including, but not limited to, any amount on account of withholding or other similar taxes.

30. **NOTICES**: Any notices required or permitted under this Order will be in writing, will refer specifically to this Order, and will be sent by recognized national or international overnight courier or registered or certified mail, postage prepaid, return receipt requested, or delivered by hand to the address set forth in this order. Notices under this order will be deemed to be duly given: (a) when delivered by hand; (b) two days after deposit with a recognized national or international courier; or (c) on the delivery date indicated in the return receipt for registered or certified mail. A party may change its contact information immediately upon written notice to the other party in accordance with this section.
31. **AMENDMENT**: No amendment, supplement or modification of this Order and, unless otherwise specified, no consent or approval by any party, is binding unless in writing and signed by an authorized representative of each party.
32. **CONFIDENTIALITY**:
- a) Seller may learn of or become exposed to information that Buyer regards as confidential or proprietary, including but not limited to, information relating to the nature of research and/or development projects and data relating to them, products, customers, suppliers, personally identifiable information, pricing, costs, know-how, strategies, programs, processes, and practices and confidential and proprietary information Buyer receives from third parties (collectively, "Confidential Information"). Confidential Information includes, without limitation, written documentation, oral disclosures, disclosures made by visual observation and disclosures in electronic form. Confidential Information shall not include any information that is already known to the Seller at the time of disclosure (as evidenced by written documentation existing at that time) other than through receipt of such information from Buyer; is generally available to the public or becomes publicly known through no wrongful act of the Seller; or is received by the Seller from a third-party who had a legal right to provide it.
  - b) During the term of this Order, Seller shall not disclose Confidential Information to any third party or use Confidential Information except as permitted in this order, or in writing by Buyer. Seller's non-use and non-disclosure obligations shall continue for seven (7) years following the expiration or termination of this order. Any Buyer trade secret encompassed in the Confidential Information shall not be used by Seller for any purpose other than in performance of the services and shall be maintained in confidence by Seller indefinitely.
  - c) Seller shall not disclose such Confidential Information to any other person or entity other than those of its employees or authorized subcontractors who are directly involved in providing the goods and/or services without the prior written consent of Buyer. All such employees or authorized subcontractors shall be bound to maintain such Confidential Information in confidence, and Seller shall take reasonable steps to require its employees and authorized subcontractors to preserve such trust and confidence. Seller shall be responsible for any breach of this order by its employees or authorized subcontractors.
  - d) In connection with Buyer's disclosure of Confidential Information, no license or other right under any patent, trademark, copyright, trade secret or other proprietary right is being granted by Buyer hereunder, except a limited license is granted to Seller to use the Confidential Information solely in connection with rendering the services during the term of this Order.
33. **PRIVACY**: Seller will comply with all applicable privacy laws and regulations if handling personal information.
34. **FORCE MAJEURE**: Neither party shall be held liable or responsible to the other party, nor be deemed to have defaulted under or breached this Order for failure or delay in fulfilling or performing any term of this Order, other than an obligation to make a payment, when such failure or delay is caused by or results from fires, explosions, floods, or other natural catastrophes, civil disturbances, riots, or armed conflict, whether declared or undeclared, accidents, acts of God, sufferance of or voluntary compliance with acts of government or governmental regulation, (whether or not valid) embargoes, or any other cause which is beyond the reasonable control of the non-performing party ("Force Majeure"). Nothing in this provision shall be interpreted to restrict either party from exercising its rights to terminate this Order pursuant to its terms during such periods of Force Majeure. Notwithstanding the foregoing, nothing in this Order shall prohibit Buyer from procuring alternate sources of goods and/or services during any period when such Force Majeure exists. In the event any such Force Majeure continues for a period in excess of sixty (60) days, Buyer may, subject to its sole discretion, terminate this Order by giving notice to Seller effective upon receipt.



34. **ETHICS & COMPLIANCE STANDARDS FOR BAXTER SUPPLIERS:** Seller and employees of Seller will comply with the following Ethics & Compliance Standards for Baxter's Suppliers:

IT IS CRITICAL THAT ALL BAXTER SUPPLIERS SHARE OUR COMMITMENT TO BUSINESS WITH INTEGRITY.

These standards apply to individuals/organizations that provide services, raw material, active ingredients, components, finished goods, or other products ("Suppliers").

**ADHERENCE TO APPLICABLE LAWS & REGULATIONS**

- Suppliers must comply with the applicable laws, rules, regulations, and ethical standards of the United States and the country in which they operate, as well as these standards.

**PROHIBITION OF BRIBES, KICKBACKS, UNLAWFUL PAYMENTS, AND OTHER CORRUPT PRACTICES**

- Suppliers are prohibited from directly or indirectly paying or providing anything of value to a government official in order to:
  - Win or retain business or to improperly influence the act or decision of any government official, political party, candidate for political office, or official of a public international organization;
  - Gain an improper advantage; or
  - Illegally influence the action of any individual, customer, company, or company representative.
- Suppliers are required to keep accurate and transparent records that reflect actual transactions and payments.
- While Baxter observes local business customs and market practices, neither Baxter nor any Supplier shall participate in any corrupt, unethical or illegal practices.
- Suppliers shall not do anything Baxter policies prohibit.

**ACCURACY OF BUSINESS RECORDS**

- All financial books and records must conform to generally accepted accounting principles.
- Supplier records must be accurate in all material respects:
  - Records must be legible, transparent, and reflect actual transactions and payments.
  - Do not hide, fail to record, or make false entries.
  - Records must be made available to Baxter per the terms and conditions of the agreement with the company.

**INTERACTIONS WITH THE MEDICAL COMMUNITY**

- When engaged with the medical community (including healthcare professionals, healthcare organizations, patients, patient organizations, government officials and payors) on behalf of Baxter, all suppliers, dealers, distributors, agents and other third parties must adhere to any industry standard of conduct that applies to them (such as AdvaMed, MedTech and EFPIA Code of Practice).
- Any benefit provided to a member of the medical community on behalf of Baxter must comply with all applicable legal and industry code requirements in the country in which the member of the medical community resides and/or practices medicine. Payments or other benefits may never be used as a bribe, reward, inducement or incentive for sales.

**FAIR COMPETITION AND ANTITRUST**

- Suppliers must comply with all applicable laws and regulations regarding fair competition and antitrust.

**INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

- All Suppliers requiring the exchange of confidential information with Baxter are required to execute a confidentiality agreement with Baxter in advance.
- Exchange of confidential information is limited to that required to fulfill contracted performance requirements.
- Suppliers shall not share Baxter's intellectual property or confidential information or any other information that they acquire with respect to Baxter's business (including information developed by Suppliers and information relating to products, customers, suppliers, pricing, costs, know-how, strategies, programs, processes, and practices).
- Suppliers must immediately report unauthorized disclosure of Baxter's confidential information, whether inadvertent or not, through the Ethics & Compliance Helpline at [www.baxter.com](http://www.baxter.com).

**DATA PRIVACY**

- Supplier must abide by all applicable data privacy laws and regulations when handling personal information.
- Supplier must reasonably cooperate and support Baxter in complying with applicable data privacy laws, including data subject rights and responding to government, regulatory or other data protection authority inquiries or investigations.
- Supplier may only process personal information in accordance with Baxter's instructions to perform the services which are outlined in an underlying written agreement and/or privacy contract, and not for ancillary or other independent purposes unrelated to the services being provided.

- Supplier must immediately report any unauthorized processing, use, disclosure, destruction, alteration, access or loss, or suspected or actual breach of Baxter related personal information in a timely manner, and in accordance with applicable data privacy laws, through the Ethics & Compliance Helpline at [www.baxter.com](http://www.baxter.com).
- Supplier must execute written contracts with any subcontractors, subprocessors or agents who assist in the performance of services to Baxter, which shall contain at least the same protections afforded personal information as the contract with Baxter.
- Supplier must ensure the implementation of appropriate technical, administrative and procedural safeguards with respect to the processing of personal information.
- Supplier must return or destroy all personal information at the termination of services and pursuant to the underlying contract.

#### **EMPLOYMENT PRACTICES GUIDELINES**

- Suppliers must comply with Baxter's Global Human Rights Policy, including no child labor, no forced/bonded labor, and no discrimination, harassment or retaliation.
- Suppliers must comply with all applicable employment laws and regulations.
- Suppliers will not possess, use or distribute unlawful drugs, including marijuana, or unlawfully possess, use or distribute lawful drugs on Baxter property, or perform work for Baxter under the influence of alcohol or drugs.
- Suppliers shall not produce or manufacture products or services (or incorporate any materials therein that have been produced or manufactured) in violation of laws governing workers' human rights, including human trafficking and slavery. Regular full-time employees are to be at least 18 years of age. Suppliers must disclose the existence of part-time work, summer jobs, or apprenticeship programs for individuals under the age of 18 to Baxter's management.

#### **CONFLICTS OF INTEREST**

- A conflict of interest arises when personal interests or activities influence, or appear to influence, the ability to act in the best interests of Baxter. Some situations that could cause a conflict of interest include, but are not limited to:
  - Having a significant financial investment in any company that competes, does business, or seeks to do business with Baxter. A significant financial interest includes voting control, or an ownership of more than 1% of the outstanding capital of a business, or an investment that represents more than 5% of the investor's total assets.
  - Providing similar services for direct competitors of Baxter, with access to confidential or competitive information.
  - When supplier's family members (or domestic partners, or those personally close to you) work for Baxter, another Baxter supplier, Baxter customer or Baxter competitor.
- Suppliers must disclose any apparent or actual conflicts of interest to Baxter's management or Baxter may reserve the right to take any necessary actions for the failure of doing so. If Baxter management approves an apparent or actual conflict, the approval decision must be documented.

#### **MOBILE DEVICES, ELECTRONIC MEDIA, INTERNET AND E-MAIL USE**

In those circumstances where Suppliers have access to Baxter's electronic environment (Intranet, e-mail, voicemail or other), Suppliers shall:

- Protect Baxter's confidential information and electronic media;
- Encrypt or password protect data;
- Keep mobile devices with you or locked while traveling;
- Comply with local data protection laws;
- Use these tools for Baxter business purposes only; and
- Use these tools consistent with Baxter's Global Acceptable Use of Information and Technology Policy including:
  - Do not knowingly download, view or forward materials of a discriminatory, harassing, threatening, sexual, pornographic, racist, sexist, defamatory or otherwise offensive nature. Electronic media must be primarily used for business purposes.
  - Do communicate protected information (personal or trade secret) in a way that recognizes the sensitivity of the information, possibility of unauthorized access, and compliance to local data protection laws. Suppliers will be responsible for keeping Baxter-given password(s) secret.
  - Realize that documents, software, e-mails and other web pages could bring damaging computer viruses into Baxter's network. Do not knowingly detach, decompress, run/launch or install any files or programs on Baxter's systems or open attachments that have damaging computer viruses. Do not download or disseminate any material from the Internet unless the copyright owner has provided consent.
  - Adhere to the timing and methods for retention and elimination of Baxter company data stored on electronic media.

#### **TRADE COMPLIANCE**

- Suppliers must comply with the letter and spirit of all applicable import and export controls, sanctions, and other trade compliance laws of the United States and the laws of the applicable country(ies) where the transaction(s) occur(s).

#### **ENVIRONMENT, HEALTH & SAFETY**

- Suppliers are expected to comply with all applicable laws and regulations regarding environment, health and safety.

- Suppliers working with Baxter or onsite at a Baxter location must work in a way that assures their own safety and the safety of others and in compliance with applicable Baxter and governmental environmental, health and safety requirements. Any emergencies that may impact Baxter must be reported promptly.

#### **GIFTS & ENTERTAINMENT**

Gifts and entertainment are not needed in order to conduct business with Baxter and are highly discouraged.

- The following situations are always inappropriate and are expressly prohibited:
  - Giving a gift, entertainment, or preferred treatment with the intention of trying to influence the decision-making objectivity of a Baxter employee.
  - Offering any gift, entertainment, or preferred treatment while involved in a current purchasing or contracting decision process (RFI, RFQ, RFP).
  - Any gift of currency including “gift cards.”
  - Offering entertainment where the Supplier will not be present/represented (e.g., sports/event tickets).
  - Offering extravagant recreational outings, travel, or lodgings at supplier sponsored events.
- On a rare and infrequent basis Baxter employees may accept very modest gifts, entertainment, or other business courtesies if it helps improve the business relationship and they would be able to reciprocate in equal value. These must typically be pre-approved by Baxter.
- Baxter employees are not permitted to solicit suppliers for gifts including gifts to support charitable causes.
- Suppliers shall not offer an opportunity to purchase products, services, or a financial interest to any Baxter employees under terms not available to all Baxter employees.

#### **RESOURCES**

- If you need additional information or guidance on these standards, or wish to report a potential violation, contact Baxter's Ethics & Compliance Helpline [www.baxter.com](http://www.baxter.com).
- Additional supplier information can be found at [www.baxter.com](http://www.baxter.com)