



Purchase Order Terms and Conditions

1.0 INTRODUCTION:

As a 178 bed capacity, full-service community hospital, Woodstock General Hospital (WGH) provides primary care to a population of 55,000 people and offer specialized care to nearly 110,000 people within Oxford County. Our hospital is dedicated to delivering the highest standard of patient-focused medical care.

2.0 TERMS AND CONDITIONS:

Unless otherwise provided in the Purchase Order or by separate agreement the following Terms and Conditions apply to the purchase of all equipment, goods and services, including the repair or evaluation of medical or non-medical equipment or devices, for which a Purchase Order is issued by WGH.

3.0 INVOICES:

Unless otherwise instructed, all invoices for payment shall be directed to:
Woodstock General Hospital
310 Juliana Dr.
Woodstock, Ontario, N54V 0A4
Email: accountspayable@wgh.on.ca

4.0 PAYMENT TERMS:

Payment terms are net 30 days unless otherwise negotiated.

5.0 ELECTRONIC COMMERCE:

WGH prefers to use the Global Healthcare Exchange (GHX) and will work with the Supplier to test and activate this connection. Should the Supplier not currently have any of the above capabilities, the Supplier and WGH agree to develop strategies and timelines for implementation to the mutual acceptance of both parties.

6.0 DELIVERY:

In the event of failure by the Supplier to deliver the goods and/or services in accordance with the specified delivery date(s) listed on the Purchase Order, WGH may cancel the Purchase Order without penalty.

7.0 FREIGHT CHARGES:

All orders will be shipped prepaid (without charge to WGH), F.O.B. WGH as specified in the Purchase Order or as otherwise negotiated.

8.0 SHIPMENTS:

- 8.1. All items shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing materials or containers. The containers will remain the property of WGH unless otherwise stated. Where materials are shipped in refillable containers which may require a rental charge, this rental charge must be shown separately and not be included in the unit cost of the item.
- 8.2. Current Material Safety Data Sheets (MSDS) must be provided for all products covered by Workplace Hazardous Materials Information Systems Regulations (WHMIS).
- 8.3. Packing slips, must accompany each shipment.



- 8.4. Purchase Order numbers must be shown on all shipping documents, packing slips, invoices and labels, etc.
- 8.5. Goods must be packaged and transported in accordance with the laws of the Province of Ontario and Canada.
- 8.6. All perishable goods must be packaged to withstand 72 hours in transit.
- 8.7. WGH will not be held liable for consequential costs arising from the improper consignment of goods.
- 8.8. It is the Supplier's responsibility to declare the full value of the order on their carrier's Bill of Lading.

9.0 SHIPMENTS FROM OUTSIDE CANADA:

- 9.1. WGH's Customs Broker is:
Farrow Customs
106 Earl Thompson Rd.
Ayr, ON N0B 1E0
Phone: 1-519-740-9335
Fax: 1-877-832-7769
Website: www.farrow.com
- 9.2. Must be shipped via courier. No postal shipments will be accepted.
- 9.3. All documents must reference the Purchase Order number, and needs to contain the Harmonization Code (HS Code) for each item on the order.
- 9.4. Commercial documents must accompany all shipments to Canada, to include a fully completed Canada customs invoice or commercial invoice. Mandatory fields include country of origin, currency of sale, price paid or payable, complete description of the goods purchased, consignee, and exporter. For goods of U.S. origin a full completed NAFTA certificate must accompany the shipment, or if a blanket certificate is available, this must be provided (to be held on file). Duty being applied to those goods that would otherwise be duty free under NAFTA may be charged back to the Supplier if the required NAFTA documentation is not provided.
- 9.5. Shipping terms must be indicated on all documents.
- 9.6. Supplier must include their Federal Tax ID # on all documents.
- 9.7. On all documentation for repairs, indicate if the item(s) are under warranty and the value of the repairs.
- 9.8. In the event that an incorrect description or incomplete or inaccurate description result in an AMP (Administrative Monetary Penalty) being applied by Canada customs, the amount of this penalty may be charged back to the Supplier.

10.0 TERMS RELATED TO PURCHASED PRODUCTS OR EQUIPMENT:

- 10.1. Any equipment on the Purchase Order will be provided on a Supplier furnish basis. The Supplier will have complete responsibility for the equipment until it is installed and operable. Any special installation preparation and requirements must be submitted in advance to WGH. All transportation and coordination arrangements will be the responsibility of the Supplier. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site or as specified by WGH.
- 10.2. All equipment and products delivered will be inspected and tested by WGH as soon as possible after delivery and if found unsatisfactory will be returned to the Supplier for full and immediate credit.
- 10.3. There will be no restocking charges for any goods shipped incorrectly by the Supplier and returned to the Supplier. All such returns will be shipped back to the Supplier at no charge to WGH. It will be the responsibility of the Supplier to correct any discrepancies in either the goods delivered or the quantity of goods delivered within two business days of notification.



- 10.4. All medical and surgical supplies must be HPB/FDA approved for hospital use. Throughout the term of the Purchase Order the Supplier must ensure it obtains, maintains and supplies as requested, appropriate license numbers and licenses required by the Therapeutic Products Directorate under Health Canada. The Supplier is also required to advise WGH of any changes in status relating to the licensing of any medical devices supplied under the Purchase Order. Failure to comply with this provision will result in cancellation of the Purchase Order without penalty.
- 10.5. As required by the Ontario Electrical Safety Code all electrical equipment must be marked as certified or approved for its intended use in Ontario or Canada by a certifying organization accredited under the Standards Council of Canada Act. Suppliers will be responsible for obtaining the necessary approvals before delivery of the equipment unless written authorization is given by WGH. Suppliers will also be responsible for any costs incurred in obtaining said approvals.
- 10.6. The Supplier will work with the hospital end user department to deliver the necessary in-service and educational training to ensure a seamless introduction of products and equipment.
- 10.7. The Supplier must disclose the latex content of each item on the Purchase Order. If there is a latex free product available, the Supplier must advise WGH of the alternative product for consideration. WGH will reserve the right to include or exclude these latex free products in the Purchase Order.
- 10.8. In the event that the Supplier cannot provide supplies due to a backorder or other unusual situation beyond the control of the Supplier, WGH agrees to contact the Supplier to develop a mutually acceptable course of action in order to replace the backordered or unavailable product with another acceptable product at the same cost.

11.0 CONSIGNMENT INVENTORY:

- 11.1. WGH will issue a Purchase Order to the Supplier for product(s) consigned to a hospital. This initial Purchase Order will not be invoiced by the Supplier.
- 11.2. The consignment must arrive through Receiving and the packing slip is kept in Receiving.
- 11.3. Replacement items are reordered on a separate Purchase Order as the product(s) are used.
- 11.4. The sales representative of the Supplier will not remove, add, or borrow product(s) from consigned inventory without receiving the appropriate documentation from WGH or the applicable hospital department.

12.0 TERMS RELATED TO PURCHASED SERVICES:

- 12.1. The Supplier shall devote the necessary time and attention to the performance of the services specified in the Purchase Order with the requisite skill, care and ability.
- 12.2. The legal relationship between WGH and the Supplier shall be that of an independent contractor and purchaser of services. Nothing in the Purchase Order shall be construed so as to render the relationship between WGH and the Supplier to be that of an employer and employee, principal and agent, partnership or joint venture. As an independent contractor, the Supplier acknowledges that the Supplier is responsible for and shall remit to the appropriate government agencies any tax or any other amounts as required by provincial or federal legislation. For greater certainty, any fee paid to the Supplier hereunder shall be made without withholdings for Income Tax, Canada Pension, Employer Health Tax and other like deductions but excluding the Harmonized Sales Tax. Any taxes or any such withholdings levied now or hereafter by any government authority shall be on the sole account of the Supplier.
- 12.3. Unless authorized in writing by WGH, the Supplier shall not have the right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of WGH in any manner whatsoever.
- 12.4. The Supplier shall be solely responsible for all expenses incurred by the Supplier in connection with the services to be provided except those expenses provided for in the Purchase Order.

13.0 SITE RULES FOR CONTRACTORS:

- 13.1. Contractors and sub trades are required to comply with all applicable Federal, Provincial and Municipal Acts and Regulations including, but not limited to; Occupational Health & Safety Act, Workplace Safety and Insurance Act and the Environmental Protection Act.
- 13.2. In addition, contractors are expected to be familiar with WGH policies and procedures for Project safety, Facility Infrastructure and Accountability, Waste Management, Emergency Codes, Infection Control and any other related work requirements that may be given.
- 13.3. Contractors shall instruct their employees and sub trades on applicable policies and procedures and post a copy at the site office (if applicable) before any work commences.
- 13.4. Non-compliance mandated policies, procedures, acts or regulations is subject to actions, as may be provided for in the contract documents or Purchase Order, that could lead to stop work orders or other means necessary to correct the deficiency, and as may be determined by the Project Lead.

14.0 DISPUTE RESOLUTION:

- 14.1. The provisions of this section shall apply:
 - whenever any issue arises with respect to the interpretation of these Terms and Conditions or the Purchase Order that is not resolved in a manner or time frame acceptable to either party; or
 - whenever a party breaches or is alleged to have breached its obligations pursuant to these Terms and Conditions or the Purchase Order; or
 - whenever a matter which is the subject matter of these Terms and Conditions or the Purchase Order arises and the parties are unable to agree as to its resolution;
 - such situation being hereinafter referred to as the "Dispute".
- 14.2. If a dispute arises out of, or in connection with this Purchase Order, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to non-binding mediation.
- 14.3. All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.
- 14.4. It is agreed that both parties, having exhausted all reasonable remedies of dispute resolution, reserve the right to terminate this Purchase Order upon sixty (60) days written notice without penalty.

15.0 CANCELLATION OF PURCHASE ORDER:

WGH reserves the right to cancel a Purchase Order upon sixty (60) days written notice without penalty. Reasons for cancellation can include, but are not limited to, Supplier performance, product performance, product quality, product discontinuation, products affected by changes in clinical practices and non-compliance to the Standard Terms and Conditions of the Purchase Order.

16.0 CONFIDENTIALITY:

For the purposes of WGH Purchase Orders "Confidential Information" means an asset, information or data in any format relating to the business and affairs of WGH or of their respective employees, officers,

directors, and customers, and includes business information, personal health information (PHI) and personally identifiable information (PII) as those terms are defined in both Ontario and Canadian information privacy, or data protection laws.

- 16.1. The Terms and Conditions of this Agreement are confidential to WGH and the Supplier, and are not to be disseminated, distributed, or otherwise conveyed to third persons, other than those officials and employees of either party whose duties require knowledge thereof, without the expressed written consent of both parties, except in the pursuit of legal redress in the courts of law or in pursuit of the direction of any competent legal authority. The Supplier shall not issue any public announcement or news release pertaining to this Agreement, without prior written approval from WGH. If a Supplier makes a public statement in breach of this requirement WGH shall, in addition to any other remedy it may have, be entitled to take all reasonable steps as may be necessary, including disclosing any information about the Supplier's Proposal or Quote, to provide accurate information and/or to rectify any false impression which may have been created.
- 16.2. Where applicable, the Supplier may, by means of their business relationship with WGH, have access to Confidential Information about staff and/or patients and/or business of WGH.
- 16.3. The Supplier agrees that WGH retains custody and control of all Confidential Information and cannot be denied access to the information requested by WGH for any reason or matter, including due to late or disputed payment for services.

17.0 INFORMATION SECURITY, DATA PROTECTION AND PRIVACY:

- 17.1. On signing this agreement, the Supplier confirms that any Confidential Information as defined in this Agreement, regardless of format, obtained by the Supplier or any agent or employee of the Supplier will be kept confidential and secure.
- 17.2. On signing this Agreement, the Supplier confirms that it is compliant with requirements of Ontario and Canadian information privacy and data protection laws in that it will use confidential information strictly for the purposes agreed upon by WGH, and the Supplier.
- 17.3. The Supplier confirms that it has a program for education of its staff on privacy, confidentiality and security of information and ensure that any employees and/or any sub-contractors that provide components of the purchased services (third party supplier relationships with the Supplier), are aware of their information security, data protection, privacy and confidentiality obligations. The Supplier confirms that employees who resign or are terminated must immediately return all confidential information belonging to WGH, are reminded of their continued responsibility to maintain the information's confidentiality and cannot access applications, hardware, software, networks and facilities belonging to WGH or the Supplier.
- 17.4. The Supplier shall establish baseline security requirements for data at rest and in transit, as outlined in standard frameworks such as ISO27000 series, NIST or equivalent and shall assess or evaluate compliance with information security baseline requirements at least once annually.
- 17.5. Policies and processes shall be established and maintained in support of data security to include (confidentiality, integrity, and availability) across IT system interfaces and within IT systems, to prevent unauthorized disclosure, modification, or destruction.
- 17.6. The Supplier shall establish user access policies and procedures for ensuring appropriate identity, entitlement, and access management for supplier's employees. Access to, and use of, audit tools that interact with the services shall be appropriately segregated and restricted to prevent inappropriate disclosure and modification of log data. The Supplier agrees to fully cooperate with WGH in reviews of user access rights and permissions to the system, as deemed necessary by WGH to protect the use, disclosure, protection and maintenance of Confidential Information.



- 17.7. The Supplier agrees to adhere to change management best practices and will provide advance notification of planned and unplanned changes to any component of the implemented services, which may materially impact day-to-day operations.
- 17.8. The Supplier agrees to implement processes and technical measures to ensure timely detection and resolution of vulnerabilities within the supplier's infrastructure network and system components.
- 17.9. The Supplier shall implement policies and procedures to ensure service level agreements (SLAs) are maintained. This includes the use of effective administrative, technological and physical safeguards to protect confidential information from modification, disposal, loss or theft.
- 17.10. The Supplier must demonstrate the existence and testing of Business continuity, Disaster Recovery and Information Security Incident Response Plans at planned intervals to ensure SLAs are achieved. Action plans must be implemented to resolve non-conformances to established agreements.
- 17.11. When storing or sharing confidential information, as defined in this Agreement, WGH may require the Supplier to provide a Privacy Impact Assessment (PIA), a Threat Risk Assessment (TRA) and/or an electronic record of all accesses of information including time and source of access as applicable or upon request.
- 17.12. The Supplier agrees to notify WGH thirty (30) days prior to and in writing, if it will be: moving, hosting/storing or backing up any confidential information relating to WGH at a facility not identified in this agreement.
- 17.13. In consultation with area leadership, Biomedical Engineering and IT Security teams, the Supplier will work with the WGH to ensure any patient-identifying information is removed from medical equipment/device(s), which was brought into the organization for evaluation, or any equipment sent off-site for repair, prior to this equipment/device leaving the hospital premises.
- 17.14. The Supplier shall provide WGH with a copy of annual assurance audit reports (CSAE 3416 or SOC 2 reports) performed by a third party independent auditor, the scope of which must include an assessment of IT general computer controls and application controls and outline steps taken to remediate weaknesses identified.
- 17.15. In the event of any information, security incident or privacy breach originating from the Supplier the Supplier shall:
- 17.16. Notify WGH within one (1) business day and in writing as soon as the Supplier becomes aware of an information security incident or privacy breach.
- 17.17. Provide WGH with the name and contact information for an employee who shall serve as the Supplier's primary privacy and information security contact. The privacy and/or security contact shall be available to assist WGH twenty-four (24) hours per day, seven (7) days per week in resolving obligations associated with an information security incident or privacy breach.
- 17.18. Consult with WGH, immediately following notification to WGH, to:
- 17.19. Investigate in accordance with the Supplier's standard policies and procedures (a copy of which shall be provided to WGH).
- 17.20. Identify the root cause of the security incident or privacy breach and the affected information, assessing the consequences of the security incident or breach, undertaking and implementing possible mitigation measures for the breach such as assistance in recovering lost or disclosed information, and determining appropriate measures to: stop, contain, remedy the information security incident or privacy breach and prevent any further occurrences in accordance with applicable industry standards or data protection laws, regulations and standards
- 17.21. Provide WGH with a copy of standard policies and procedures as may be requested by WGH.



- 17.22. Agree to fully cooperate at its own expense, with WGH in any litigation or other formal action deemed necessary by WGH to protect its rights relating to the use, disclosure, protection and maintenance of Confidential Information.
- 17.23. Immediately revoke any users' access if security is breached and/or on WGH's request. Supplier will comply with any stipulated sanctions for breaching the contract, including ending the contract.
- 17.24. In the event of any information security incident or privacy breach originating from the Supplier WGH reserves the right to:
- 17.25. Hold the Supplier responsible for any and all costs incurred by WGH due to the Supplier's failure to sufficiently protect WGH's Confidential Information and reserves the right to terminate the contract, order or agreement, without penalty in such an event.
- 17.26. Take legal action against the Supplier for violating confidentiality, information security, data protection and privacy provisions of the agreement. In such an event, the contract will acknowledge that WGH has been irreparably harmed.

- 17.27. In the event that a security incident or privacy breach originates from WGH, the Supplier shall be informed if a determination is made that the Supplier's systems may be compromised. WGH shall notify the Supplier within one (1) business day and in writing.
- 17.28. On expiry or termination of this Agreement, or upon request of WGH, the Supplier will cease any and all use of the Confidential Information and will return it to WGH, at no cost, including any copies, or will destroy it in a manner designated by WGH, with proof of destruction.
- 17.29. Data related to electronic commerce (ecommerce) that traverses public networks shall be appropriately classified and protected from fraudulent activity, unauthorized disclosure, or modification in such a manner to prevent contract dispute and compromise of data in accordance with Payment Card Industry (PCI) Standards.
- 17.30. The Supplier agrees to use strong cryptography and secure protocols in compliance with Payment Card Industry (PCI) Standards requirements including but not limited to ensuring that:
- 17.31. Cardholder data is encrypted with strong cryptography during transit with the appropriate system safeguards.
- 17.32. The transmission protocol used is implemented to allow only secure configurations and not support insecure versions or configurations.
- 17.33. Only trusted keys and/or certificates are accepted.
- 17.34. Strong encryption standards are used.

18.0 INDEMNIFICATION:

The Supplier shall indemnify and hold harmless WGH, and its respective directors, officers, employees, volunteers and agents from and against all liabilities, claims, demands, damages, losses, costs, expenses, (including reasonable legal fees) and injury, sickness or death to persons or damage or destruction to property (hereinafter called Claims) occasioned wholly or in part,

- 18.1. by the negligent acts, errors and omissions by the Supplier, its officers, directors, employees, agents or others for whom it is responsible in law, or attributable to the use of the Supplier's equipment, products and/or services by WGH.
- 18.2. as a result of anything done or permitted to be done by the Supplier, its directors, officers, employees, agents or others for which they are responsible by law in connection with the Purchase Order.

19.0 INSURANCE AND LIABILITY:

- 19.1. Upon issuance of the Purchase Order, the Supplier shall provide proof of its current Commercial General Liability Insurance Policy and agrees to maintain coverage through the term of the



Purchase Order. The Supplier shall carry insurance for not less than \$5,000,000 (inclusive coverage) for bodily injury including death, personal injury, and/or property damage. The policy shall be endorsed to include WGH as an additional insured subject to a cross liability clause, and (30) days' notice of cancellation or material change.

- 19.2. Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$2,000,000 (inclusive per occurrence) for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the Supplier/Contractor and endorsed to provide WGH with not less than (15) days' notice in writing in advance of any cancellation, change or amendment restricting the coverage.
- 19.3. The Supplier agrees to provide proof of liability insurance by providing a current valid certificate of insurance, upon request, to WGH during the term of the Purchase Order.
- 19.4. The Supplier must advise WGH immediately of any change in insurance provider or limits of liability. Failure to comply with the insurance requirements will result in the cancellation of the Purchase Order.

20.0 PRICING:

- 20.1. The Supplier agrees that WGH will receive the best available pricing based on accounts of similar size and volumes. Failure on the part of the Supplier to address this issue may be considered just cause for cancellation of the Purchase Order.
- 20.2. Unless otherwise stipulated in a separate WGH Agreement or amendment to the Purchase Order, the Supplier agrees to provide WGH with a minimum sixty (60) days advance written notice of any price increases. WGH reserves the right to negotiate these price increases to the mutual acceptance of both parties.

21.0 GOVERNING LAW

The Purchase Order and these Terms and Conditions shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

22.0 COMPLIANCE WITH LAWS AND REGULATIONS:

- 22.1. All purchases are subject to the laws of the Province of Ontario and the laws of Canada applicable therein.
- 22.2. All equipment, goods and services provided by the Supplier to WGH must comply with and meet all regulatory approvals and be licensed for sale in Canada.
- 22.3. The Supplier must provide all permits, licenses, consents and authorizations necessary to perform its obligations. Failure to do so may result in the cancellation of the Purchase Order.

23.0 NEWS RELEASE:

The Supplier shall not issue any publicity or news release pertaining to the Purchase Order without prior written approval from WGH.

24.0 ASSIGNMENT/TRANSFER OF PURCHASE ORDER:

The Supplier may not assign nor transfer this Purchase Order in whole or in part, to any other Supplier, without the prior written approval of WGH.

25.0 AUDIT:

Authorized WGH employees and their agents have the right to review the records and accounts maintained by the Supplier pertaining to Service levels; the pricing of products and services related to any established

pricing formulas; the pricing of products and services related to agreed benchmarks and/or most favoured customer pricing arrangements; and the source documents supporting invoices to WGH.

26.0 ENTIRE AGREEMENT

The Purchase Order and these Terms and Conditions constitute the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings whether oral, written, express or implied.

27.0 AMENDMENT:

These Terms and Conditions may not be varied, amended or supplemented except as provided in the Purchase Order or by a separate agreement in writing signed by each of the parties.

28.0 TAXES:

Harmonized Sales Tax (HST) Number for WGH is 119303733 RT0001