

ANNEX F

GENERAL TERMS AND CONDITIONS OF CONTRACT (for Goods)

1. DEFINITIONS

1.1 In these General Terms and Conditions (Goods), the following terms have the following meaning:

(a) “Affiliates” means, with respect to the Supplier, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

(b) “Confidential Information” means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

(c) “Consignee” means the consignee designated in the Contract.

(d) “Contract” means the purchase contract that incorporates these General Terms and Conditions (Goods). It includes purchase orders issued by NUTRITION INTERNATIONAL, whether or not they are issued under a long-term arrangement or similar contract.

(e) “Goods” means the goods specified in the relevant section of the Contract.

(f) “INCOTERMS” means the international commercial terms known as the INCOTERMS® rules, issued by the International Chamber of Commerce, most-recently issued at the effective date of the Contract. References in the Contract to trade terms (such as “FCA”, “DAP” and “CIP”) are references to those terms as defined by the INCOTERMS.

(g) “Parties” means the Contractor and NUTRITION INTERNATIONAL together and a “Party” means each of the Contractor and NUTRITION INTERNATIONAL.

(h) Supplier’s “Personnel” means the Supplier’s officials, employees, agents, individual sub-contractors and other representatives.

(i) “Price” is defined in Article 3.1.

(j) “Supplier” is the supplier named in the Contract.

2. DELIVERY; INSPECTION; RISK OF LOSS

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERM, the Supplier will obtain any export licences required for the Goods. The Supplier will ensure that NUTRITION INTERNATIONAL receives all necessary transport documents in a timely manner so as to enable NUTRITION INTERNATIONAL to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than NUTRITION INTERNATIONAL (or entities authorized by NUTRITION

INTERNATIONAL to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If NUTRITION INTERNATIONAL requests any material change to the requirements for the Goods, shipping instructions or delivery date, NUTRITION INTERNATIONAL and the Supplier will negotiate any necessary changes to the Contract, including as to Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both NUTRITION INTERNATIONAL and the Supplier. Should the Parties fail to agree on any such changes within thirty (30) days, NUTRITION INTERNATIONAL will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.3 The Supplier acknowledges that NUTRITION INTERNATIONAL may monitor the Supplier’s performance under the Contract. The Supplier agrees to provide its full cooperation with such performance monitoring, at no additional cost or expense to NUTRITION INTERNATIONAL, and provide relevant information as reasonably requested by NUTRITION INTERNATIONAL, including, but not limited to, the date of receipt of the Contract, detailed delivery status, costs to be charged and payments made by NUTRITION INTERNATIONAL or pending.

Inspection

2.4 NUTRITION INTERNATIONAL or the Consignee (if different from NUTRITION INTERNATIONAL) will have a reasonable time to inspect the Goods after delivery. At NUTRITION INTERNATIONAL’s request, the Supplier will provide its reasonable cooperation to NUTRITION INTERNATIONAL or the Consignee with regard to such inspection, including but not limited to access to production data, at no charge. The Supplier acknowledges that any inspection of the Goods by or on behalf of NUTRITION INTERNATIONAL or the Consignee does not constitute a determination that the specifications for the Goods set out in the Contract (including the mandatory technical requirements) have or have not been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not NUTRITION INTERNATIONAL or the Consignee carries out an inspection of the Goods.

Delivery not Acceptance; Consequences of Delayed Delivery and Non-conforming Goods

2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Consignee by the delivery date(s) stipulated in the Contract, the Supplier will (a) immediately consult with NUTRITION INTERNATIONAL to determine the most expeditious means for delivering the Goods; and (b) use an expedited means of delivery, at the Supplier’s cost (unless the delay is due to force majeure as defined in Article 6.7 below), if reasonably requested by NUTRITION INTERNATIONAL to do so. Partial deliveries of Goods will not be accepted unless prior written approval for such partial delivery has been given by NUTRITION INTERNATIONAL to the Supplier.

2.6 Delivery of the Goods will not constitute acceptance of the Goods. If some or all of the Goods do not conform to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the

Goods (or any part of the Goods) in accordance with the agreed delivery dates and delivery terms and instructions, NUTRITION INTERNATIONAL may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights under the Contract at NUTRITION INTERNATIONAL's option:

(a) NUTRITION INTERNATIONAL can reject and refuse to accept any or all of the Goods (including those that do conform to the Contract). If NUTRITION INTERNATIONAL rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at NUTRITION INTERNATIONAL's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality (and will be responsible for all costs related to such replacement) or NUTRITION INTERNATIONAL may exercise its other rights set out below;

(b) NUTRITION INTERNATIONAL may procure all or part of the Goods from other sources, in which case the Supplier will be responsible for any additional costs beyond the balance of the Price for such Goods;

(c) Upon NUTRITION INTERNATIONAL's demand, the Supplier will refund all payments (if any) made by NUTRITION INTERNATIONAL in respect of the rejected Goods or the Goods that have not been delivered in accordance with the delivery dates and delivery terms;

(d) NUTRITION INTERNATIONAL can give written notice of breach and, if the Supplier fails to remedy the breach, can terminate the Contract in accordance with Article 6.1 below;

(e) NUTRITION INTERNATIONAL can require the Supplier to pay liquidated damages as set out in the Contract.

2.7 Further to Article 11.6 below, the Supplier expressly acknowledges that if, in respect of any consignment, NUTRITION INTERNATIONAL takes delivery of all or some of the Goods that have been delivered late or otherwise not in full compliance with the delivery terms and instructions or that are not in full conformity with the requirements of the Contract, this does not constitute a waiver of NUTRITION INTERNATIONAL's rights in respect of such late delivery or non-compliant Goods.

Risk of Loss; Title to Goods

2.8 Risk of loss, damage to or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or other express terms, the following provisions will apply: (a) the entire risk of loss, damage to or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract; and (b) the Supplier will be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.

2.9 Unless otherwise expressly provided in the Contract, title in and to the Goods will pass from the Supplier to the Consignee upon delivery of the Goods in accordance with the applicable delivery terms and acceptance of the Goods in accordance with the Contract.

3. PRICE; INVOICING; TAX EXEMPTION; PAYMENT TERMS

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), it being understood that such amount is specified in Canadian dollars (CAD) unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, expenses, charges or fees that the Supplier may incur

in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Supplier will not request any change to the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.

3.2 The Supplier will issue invoices to NUTRITION INTERNATIONAL only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) copies of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Goods to be supplied to NUTRITION INTERNATIONAL by the Contractor under this Contract are intended for export from the country of manufacture and as such would constitute a "zero-rated supply" as this expression is defined in Part IX of the Excise Tax Act. The Harmonized Services Tax should not therefore be added to the value of these Goods.

3.4 NUTRITION INTERNATIONAL will notify the Supplier of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, NUTRITION INTERNATIONAL will pay the Supplier the amount of the undisputed portion in accordance with Article 3.5 below. NUTRITION INTERNATIONAL and the Supplier will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and NUTRITION INTERNATIONAL will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 NUTRITION INTERNATIONAL will pay the uncontested amount of the Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and other supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Supplier will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by NUTRITION INTERNATIONAL in connection with a dispute. Payment will not relieve the Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

3.6 Each invoice will confirm the Supplier's bank account details provided to NUTRITION INTERNATIONAL as part of the Supplier's registration process with NUTRITION INTERNATIONAL. All payments due to the Supplier under the Contract will be made by electronic funds transfer to that bank account. It is the Supplier's responsibility to ensure that the bank details supplied by it to NUTRITION INTERNATIONAL are up-to-date and accurate and notify NUTRITION INTERNATIONAL in writing by an authorized representative of the Supplier of any changes in bank details together with supporting documentation satisfactory to NUTRITION INTERNATIONAL.

3.7 The Supplier acknowledges and agrees that NUTRITION INTERNATIONAL may withhold payment in respect of any invoice if, in NUTRITION INTERNATIONAL's opinion, the Supplier has not performed in accordance with the terms and conditions of the Contract, or if the Supplier has not provided sufficient documentation in support of the invoice.

3.8 NUTRITION INTERNATIONAL will have the right to set off against any amount or amounts due and payable by NUTRITION INTERNATIONAL to the Supplier under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by NUTRITION INTERNATIONAL to the Supplier) owing by the Supplier to NUTRITION INTERNATIONAL under the Contract or under any other contract or agreement between the Parties. NUTRITION

INTERNATIONAL will not be required to give the Supplier prior notice before exercising this right of set-off (such notice being waived by the Supplier). NUTRITION INTERNATIONAL will promptly notify the Supplier after it has exercised such right of set-off, explaining the reasons for such set-off, provided however that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by NUTRITION INTERNATIONAL may be subject to a post-payment audit by NUTRITION INTERNATIONAL's external and internal auditors or by other authorised agents of NUTRITION INTERNATIONAL, at any time during the term of the Contract and for three (3) years after the Contract terminates. NUTRITION INTERNATIONAL will be entitled to a refund from the Supplier of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of NUTRITION INTERNATIONAL staff and other personnel).

4. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; INSURANCE

Representations and Warranties

4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (a) it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the Goods and to perform its other obligations under the Contract; (c) all of the information concerning the Goods and the Supplier that it has previously provided to NUTRITION INTERNATIONAL, or that it provides to NUTRITION INTERNATIONAL during the term of the Contract, is true, correct, accurate and not misleading; (d) it is financially solvent and is able to supply the Goods to NUTRITION INTERNATIONAL in accordance with the terms and conditions of the Contract; (e) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark; (f) it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with the Goods; and (g) the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations. The Supplier will fulfill its commitments with the fullest regard to the interests of NUTRITION INTERNATIONAL and will refrain from any action which may adversely affect NUTRITION INTERNATIONAL.

4.2 The Supplier further represents and warrants that the Goods (including packaging): (a) conform to the quality, quantity and specifications for the Goods stated in the Contract (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Contract); (b) conform in all respects to the technical documentation provided by the Supplier in respect of such Goods and, if samples were provided to NUTRITION INTERNATIONAL prior to entering into the Contract, are equal and comparable in all respects to such samples; (c) are new and factory-packed; (d) are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by NUTRITION INTERNATIONAL in the Contract; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (f) are free from all liens, encumbrances or other third party claims; and (g) are contained or packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods specified in the Contract (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Contract and applicable law.

4.3 The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract; provided that (a) the warranty period for pharmaceutical goods or other perishable products will be no less than the shelf-life of those Goods specified in the Contract; and (b) if no warranty period or shelf-life is specified in the Contract, the warranties will

remain valid from the date the Supplier signs the Contract until the day twelve (12) months after fulfillment of the delivery terms or such later date as may be prescribed by law.

4.4 If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to NUTRITION INTERNATIONAL (or, at NUTRITION INTERNATIONAL's instructions, the Government or other entity that receives the Goods) all manufacturers' warranties in addition to any other warranties under the Contract.

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier's obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.

Indemnification

4.6 The Supplier will indemnify, hold and save harmless and defend, at its own expense, NUTRITION INTERNATIONAL, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to the purchase of the Goods and each Government or other entity that receives the Goods, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by a third party and arising out of the acts or omissions of the Supplier or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation; (b) product liability; and (c) any actions or claims pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the Goods or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to NUTRITION INTERNATIONAL under the Contract or used by the Supplier, its Personnel or sub-contractors in the performance of the Contract.

4.7 NUTRITION INTERNATIONAL will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assertion or defence of the privileges and immunities of NUTRITION INTERNATIONAL or any matter relating to NUTRITION INTERNATIONAL's privileges and immunities), which as between the Supplier and NUTRITION INTERNATIONAL, only NUTRITION INTERNATIONAL itself will assert and maintain. NUTRITION INTERNATIONAL will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

4.8 The Supplier will comply with the following insurance requirements:

(a) The Supplier will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Supplier's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Supplier's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract including, but not limited to, product liability insurance, in an adequate amount to cover all claims arising from or in connection with the Supplier's performance under the Contract. The Supplier's product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall campaigns) sustained by NUTRITION INTERNATIONAL or third parties as a result of or relating to the Goods;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between NUTRITION INTERNATIONAL and the Supplier.

(b) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Supplier will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Supplier's insurance required under this Article 4.8 will (i) name NUTRITION INTERNATIONAL as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against NUTRITION INTERNATIONAL; and (iii) provide that NUTRITION INTERNATIONAL will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Supplier will, upon request, provide NUTRITION INTERNATIONAL with satisfactory evidence of the insurance required under this Article 4.8.

(f) Compliance with the insurance requirements of the Contract will not limit the Supplier's liability either under the Contract or otherwise.

Liability

4.9 The Supplier will pay NUTRITION INTERNATIONAL promptly for all loss, destruction or damage to NUTRITION INTERNATIONAL's property caused by the Supplier's Personnel or sub-contractors in the performance of the Contract.

5. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS; CONFIDENTIALITY

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, NUTRITION INTERNATIONAL will be entitled to all intellectual property and other proprietary rights with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that (i) the Supplier develops for NUTRITION INTERNATIONAL under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials constitute works made for hire for NUTRITION INTERNATIONAL. Contract Materials will be treated as NUTRITION INTERNATIONAL's Confidential Information and will be delivered only to authorized NUTRITION INTERNATIONAL officials on expiry or termination of the Contract.

(b) NUTRITION INTERNATIONAL will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Supplier grants to

NUTRITION INTERNATIONAL a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At NUTRITION INTERNATIONAL's request, the Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to NUTRITION INTERNATIONAL in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Supplier receives a request for disclosure of NUTRITION INTERNATIONAL's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made the Supplier (a) will give NUTRITION INTERNATIONAL sufficient notice of such request in order to allow NUTRITION INTERNATIONAL to have a reasonable opportunity to secure the intervention of the relevant national Government to establish protective measures or take such other action as may be appropriate; and (b) will so advise the relevant authority that requested disclosure. NUTRITION INTERNATIONAL may disclose the Supplier's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Supplier may not communicate at any time to any other person, Government or authority external to NUTRITION INTERNATIONAL, any information known to it by reason of its association with NUTRITION INTERNATIONAL that has not been made public, except with the prior authorization of NUTRITION INTERNATIONAL; nor will the Supplier at any time use such information to private advantage.

End of Contract

5.5 Upon the expiry or earlier termination of the Contract, the Supplier will:

(a) return to NUTRITION INTERNATIONAL all of NUTRITION INTERNATIONAL's Confidential Information or, at NUTRITION INTERNATIONAL's option, destroy all copies of such information held by the Supplier or its sub-contractors and confirm such destruction to NUTRITION INTERNATIONAL in writing; and

(b) will transfer to NUTRITION INTERNATIONAL all intellectual and other proprietary information in accordance with Article 5.1(a).

6. TERMINATION; FORCE MAJEURE

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Settlement of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of NUTRITION INTERNATIONAL

6.2 In addition to the termination rights under Article 6.1 above, NUTRITION INTERNATIONAL can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

- (a) in the circumstances described in, and in accordance with, Article 7 (*Ethical Standards*); or
- (b) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (*Confidentiality*); or
- (c) if the Supplier (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (ii) is granted a moratorium or a stay, or is declared insolvent; (iii) makes an assignment for the benefit of one or more of its creditors; (iv) has a receiver appointed on account of the insolvency of the Supplier; (v) offers a settlement in lieu of bankruptcy or receivership; or (vi) has become, in NUTRITION INTERNATIONAL's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Supplier to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Articles 6.1 and 6.2 above, NUTRITION INTERNATIONAL can terminate the Contract at any time by providing written notice to the Supplier in any case in which NUTRITION INTERNATIONAL's mandate applicable to the performance of the Contract or NUTRITION INTERNATIONAL's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. NUTRITION INTERNATIONAL can also terminate the Contract upon sixty (60) days' written notice to the Supplier without having to provide any justification.

6.4 As soon as it receives a notice of termination from NUTRITION INTERNATIONAL, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from NUTRITION INTERNATIONAL regarding Goods in transit (if any) and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that NUTRITION INTERNATIONAL may direct in writing, for the minimization of losses and for the protection and preservation of any property (whether tangible or intangible) related to the Contract that is in the possession of the Supplier and in which NUTRITION INTERNATIONAL has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated, no payment will be due from NUTRITION INTERNATIONAL to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were ordered, requested or otherwise provided prior to the Supplier's receipt of notice of termination from NUTRITION INTERNATIONAL or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5, but

will remain liable to NUTRITION INTERNATIONAL for all loss or damages which may be suffered by NUTRITION INTERNATIONAL by reason of the Supplier's default (including but not limited to cost of the purchase and delivery of replacement or substitute goods).

6.6 The termination rights in this Article 6 are in addition to all other rights and remedies of NUTRITION INTERNATIONAL under the Contract.

Force Majeure

6.7 If one Party is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Supplier (including civil unrest) associated with locations at which NUTRITION INTERNATIONAL is operating or is about to operate or is withdrawing from.

7. ETHICAL STANDARDS

7.1 The Supplier will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Supplier represents and warrants that no employee of NUTRITION INTERNATIONAL has received from or on behalf of the Supplier, or will be offered by or on behalf of the Supplier, any direct or indirect benefit in connection with the Contract including the award of the Contract to the Supplier. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Supplier represents and warrants that the following requirements with regard to former NUTRITION INTERNATIONAL officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from NUTRITION INTERNATIONAL, the Supplier may not make a direct or indirect offer of employment to that former NUTRITION INTERNATIONAL employee if that former NUTRITION INTERNATIONAL employee was, during the three years prior to separating from NUTRITION INTERNATIONAL, involved in any aspect of a NUTRITION INTERNATIONAL procurement process in which the Supplier has participated.

(ii) During the two (2) year period after an employee has separated from NUTRITION INTERNATIONAL, that former employee may not, directly or indirectly on behalf of the Supplier, communicate with NUTRITION INTERNATIONAL, or present to NUTRITION INTERNATIONAL, about any matters that were within such former employees responsibilities while at NUTRITION INTERNATIONAL.

(c) The Supplier represents that, in respect of all aspects of the Contract (including the award of the Contract by NUTRITION INTERNATIONAL to the Supplier and the selection and awarding of sub-contracts by the Supplier), it has disclosed to NUTRITION INTERNATIONAL any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Supplier further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any international inter-governmental organisation. The Supplier will immediately disclose to NUTRITION INTERNATIONAL if it or any of its Affiliates, or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Supplier will (a) observe the highest standard of ethics; (b) use its best efforts to protect NUTRITION INTERNATIONAL against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of NUTRITION INTERNATIONAL's Fraud and Anti-Corruption Policy. In particular, the Supplier will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in NUTRITION INTERNATIONAL's Fraud and Anti-Corruption Policy.

7.5 The Supplier will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract.

7.6 The Supplier fully acknowledges the duty of care to protect and promote the welfare of children and young people. The Supplier will be committed to ensuring child protection practices reflects statutory, legal, legislative responsibilities, as well as current guidance and advice, and complies with the Supplier's child protection policy. Should the Supplier not have a child protection policy, then [NI's Child Protection Policy](#) shall be the guiding document, taking into consideration best practices and any specific local requirements. The Supplier will promptly notify NUTRITION INTERNATIONAL of any changes to any specific statutory, legal, legislative child protection responsibilities or organizational child protection policy changes.

7.7 The Supplier represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Supplier to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Supplier represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Supplier, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle NUTRITION INTERNATIONAL to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

7.8 Safeguarding, social responsibility and respect for human rights are central to NUTRITION INTERNATIONAL's expectations of the Supplier and the Suppliers' downstream partners supporting the Contract. It is the responsibility of the Supplier to ensure that its downstream partners comply with this clause in its entirety. The Supplier must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within their delivery chain environments. These practices include: sexual exploitation, abuse and harassment; all forms of child abuse; inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture of disability.

The Supplier and their downstream partners supporting any NUTRITION INTERNATIONAL activities must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern-day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid Suppliers. The Supplier will inform NUTRITION INTERNATIONAL as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.9 The Supplier hereby certifies that consistent with Local and International, including Canadian and United Nations Security Council resolutions, both NUTRITION INTERNATIONAL and the Supplier are fully committed to the international fight against terrorism and that the Supplier does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any terrorist activity.

The Supplier will ensure that it does not provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time.

Government of Canada – Office of the Superintendent of Financial Institutions:

<http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx>

Government of Canada – Public Safety Canada:

<https://www.publicsafety.gc.ca/cnt/ntnl-scrtr/cntr-trrsm/lstd-ntts/crrnt-lstd-ntts-en.aspx>

United Nations:

<https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>

7.10 The Supplier will inform NUTRITION INTERNATIONAL as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.11 The Supplier acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) NUTRITION INTERNATIONAL will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between NUTRITION INTERNATIONAL and the Supplier with immediate effect upon written notice to the Supplier if: (i) NUTRITION INTERNATIONAL becomes aware of any incident or report that is inconsistent with, or the Supplier breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between NUTRITION INTERNATIONAL and the Supplier or any of the Supplier's Affiliates, or (ii) the Supplier or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Supplier takes appropriate action to address the relevant incident or breach to NUTRITION INTERNATIONAL's satisfaction within the period stipulated in the notice of suspension, NUTRITION INTERNATIONAL may lift the suspension by written notice to the Supplier and the Contract and all other affected contracts will resume in accordance with their terms. If, however, NUTRITION INTERNATIONAL is not satisfied that the matters are being adequately addressed by the Supplier, NUTRITION INTERNATIONAL may at any time, exercise its right to terminate the Contract and any other contract between NUTRITION INTERNATIONAL and the Supplier.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

8. FULL COOPERATION WITH AUDITS AND INVESTIGATIONS

8.1 From time to time, NUTRITION INTERNATIONAL may conduct investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Supplier's compliance with the provisions of Article 7 above. The Supplier will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting NUTRITION INTERNATIONAL and those undertaking such inspections, post-payment audits or investigations access to the Supplier's premises at reasonable times and on reasonable conditions in connection with

making its Personnel and any relevant data and documentation available. The Supplier will require its sub-contractors and its agents, including, but not limited to, the Supplier's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by NUTRITION INTERNATIONAL.

9. COMPLIANCE WITH LAWS, APPLICABLE LAW AND JURISDICTION; DISPUTE RESOLUTION

9.1 In carrying out this Contract, the Supplier shall be responsible for complying with all applicable laws and regulations of the locations/countries in which the work will be carried out. This Contract shall be interpreted in accordance with, and governed by, the law of the Province of Ontario and the laws of Canada applicable thereto. Any claim under this Agreement shall be filed and tried within the jurisdiction of the courts of the Province of Ontario.

9.2 If there is a dispute between NUTRITION INTERNATIONAL and the Supplier regarding any matter, prior to the initiation of any formal proceedings, the Parties shall first attempt to resolve any dispute or controversy informally. If the dispute cannot be resolved informally, the matter shall be referred for arbitration by a single arbitrator in Ontario pursuant to the International Commercial Arbitration Act (Ontario) whose decision shall be final.

10. NOTICES

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail), or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Compliance with Laws, Applicable Law and Jurisdiction; Dispute Resolution).

11. OTHER PROVISIONS

11.1 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.2 The Supplier will be considered as having the legal status of an independent contractor. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.

11.3 (a) Except as expressly provided in the Contract, the Supplier will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance of its obligations under the Contract.

(b) In the event that the Supplier requires the services of sub-contractors to perform any obligations under the Contract, the Supplier will notify NUTRITION INTERNATIONAL of this. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

(c) The Supplier will be fully responsible and liable for all services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract. The Supplier's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of NUTRITION INTERNATIONAL.

(d) Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and NUTRITION INTERNATIONAL will not be liable for (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (v) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that NUTRITION INTERNATIONAL will have no liability or responsibility with regard to any of the events referred to in this Article 11.4(d).

11.5 The Supplier will not, without the prior written consent of NUTRITION INTERNATIONAL, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Supplier's rights or obligations under the Contract.

11.6 No grant of time to by a Party to cure a default under the Contract, nor any delay or failure by a Party to exercise any other right or remedy available to it under the Contract, will be deemed to prejudice any rights or remedies available to it under the Contract or constitute a waiver of any rights or remedies available to it under the Contract.

11.7 The Supplier will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.8 The Supplier will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with NUTRITION INTERNATIONAL. Except as regards references to the name of NUTRITION INTERNATIONAL for the purposes of annual reports or communication between the Parties and between the Supplier and its Personnel and sub-contractors, the Supplier will not, in any manner whatsoever use the name, emblem or official seal of NUTRITION INTERNATIONAL, in connection with its business or otherwise without the written permission of NUTRITION INTERNATIONAL.

11.9 For the purposes of the Contract, English language version will govern in all circumstances.

11.10 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Supplier will be valid and enforceable against NUTRITION INTERNATIONAL unless set out in a written amendment to the Contract signed by an authorised official of NUTRITION INTERNATIONAL.

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.2, 11.4(d), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.