



PRODUCTS SUPPLEMENT

DSM and Vendor agree that the following terms and conditions are supplemental to and become part of the Standard Terms and Conditions. Any capitalized terms detailed in this supplement shall have the meaning as defined in DSM Standard Terms and Conditions.

1. Product Volumes

Unless otherwise agreed to, the Vendor acknowledges that the Product volume(s) represent an anticipated **annual** volume and is provided for estimate purposes only. The Agreement shall be limited to the actual purchases made throughout the Agreement term.

It is understood that DSM reserves the right to increase or decrease the volumes purchased by Products individually or by all Products combined should a change or changes in clinical procedure(s) or practice by DSM so warrant.

The Vendor acknowledges that the Products showing zero volumes are products that have been identified as potential future requirements, however, usage estimates are unknown at this time. Should the product be required by DSM, the Vendor agrees the initial lead time will apply from receipt of first Purchase Order.

2. Product Delivery

The following delivery requirements shall apply under the Agreement:

- a. It is understood that all Products are to be delivered F.O.B. destination (title transfer of products), freight prepaid and borne by the Vendor unless otherwise agreed to in writing by DSM.
- b. A packing slip indicating the Site's Purchase Order Number must accompany each shipment. Each shipment must be invoiced separately.
- c. Product(s) supplied shall be subject to inspection and acceptance at all times by the Sites. It is understood that the Sites' decision shall be final.
- d. The Vendor is responsible to ensure that if pallets are used in deliveries they must meet all Workplace Safety and Health regulations. Pallets that are broken or damaged in any manner that could jeopardize the safety of DSM/Site's employees will be rejected.
- e. The Vendor is responsible to ensure that any and all perishable products delivered pursuant to the Agreement are delivered in either temperature controlled containers and/or shipped via temperature controlled vehicles to ensure quality of products. The Vendor shall also take the necessary steps to ensure quality of product in extreme heat or cold weather temperatures. DSM and/or Sites reserve the right to reject any shipment that is not delivered accordingly. Any and all costs associated with shipments rejected will be borne solely by the Vendor.

- f. The Vendor acknowledges that Product substitutions or deletions are not acceptable unless such substitution or deletion is agreed to in writing by DSM.

3. Latex Free Designation

If requested, it will be the responsibility of the Vendor to inform DSM should the latex free status of Product(s) identified by the Vendor as latex free, change during the term of the Agreement.

4. Workplace Hazardous Material Information System

In accordance with federal and provincial legislation governing *The Workplace Hazardous Material Information System* (WHMIS), the Vendor shall label all controlled Products accordingly and shall supply all Material Safety Data Sheets (MSDS). The Vendor shall ensure compliance with this legislation. Advance copies of MSDS shall be forwarded by the Vendor before shipping to the Sites' Receiving Department as well as traveling with such Products. Copies of MSDS shall be made available by the Vendor upon request or retrieved from the Vendor's website.

5. Transportation of Dangerous Goods Regulations

All shipments deemed hazardous goods will be shipped, labelled, and documented in accordance and full compliance of Transportation of Dangerous Goods Regulations. For Air dangerous goods shipments will be in accordance with IATA Dangerous Goods Regulations, and for dangerous goods ground shipments in accordance with Transportation of Dangerous Goods Regulations "Clear Language". Both of these regulations identify the required packaging, and labelling requirements.

The Vendor shall be responsible for any additional charges for the transport of dangerous goods, unless otherwise agreed to by the DSM.

6. Product Information/Product Labeling

Through the term of the Agreement, the Vendor agrees:

- a. to supply to DSM, at DSM's request and in a timely manner, detailed information about the material composition of a specific Product or information on subsequent changes to the composition of components prior to the site being supplied with a revised Product; and
- b. to supply Products or packaging supplies with appropriate and acceptable labeling including without limitation an appropriate removable or permanent adhesive, an appropriate surface/finish that does not smudge and is durable, and labeling or packaging that complies with all labeling standards that may exist for a Product/packaging.

Should the label of the Product(s) or packaging change during the term of the Agreement, the Vendor agrees to notify DSM and provide samples of the new label to DSM at least sixty (60) days prior to the effective date of the change.

7. New Product Evaluation

The parties agree that DSM has the right to evaluate any new product(s) from the Vendor or competitive source during the term of the Agreement. New products include any therapeutically or technologically improved



product that was not available or clinically proven at the time prior to the Closing Date of the competitive bid.

Should the **new** product(s) be the product(s) of choice to purchase after the evaluation period, DSM shall notify the Vendor in writing. The Vendor shall respond to DSM within thirty (30) days of receipt of this letter advising of its intention to pursue new comparable and competitively priced product(s). If the Vendor is pursuing this new technology, they shall be given six (6) months to develop **new** and comparable product(s). The Vendor agrees that **new** product(s) must be clinically or by practice acceptable to DSM and be competitively priced in the marketplace.

The Vendor agrees that failure of the Vendor to satisfy DSM on matters of acceptability or competitiveness will be justification for deleting the Product(s) from the Agreement and the withdrawing of any initial commitment made at the time of Agreement award by DSM to the Vendor. Should the Product(s) addressed comprise the entire Agreement, then the Agreement shall be rendered null and void with no penalty or further responsibilities due to the Vendor by DSM.

The Vendor assumes full and complete responsibility and liability for required licensing and regulatory approval respecting any Products supplied by the Vendor as a trial purchase or for a pre-purchase trial or evaluation period.