

MCKESSON CANADA PURCHASE ORDER (PO) TERMS

1. AGREEMENT. In these PO terms, "McKesson" means McKesson Canada Corporation and all of its affiliates, and these terms apply whether this PO is issued by McKesson or by any of its affiliates. terms in Seller's proposal and/or Seller's acceptance or acknowledgment of this PO that add to, vary from, or conflict with this PO. Seller's proposed terms are not a rejection of the offer on this PO but are instead a material alteration, and this PO is accepted by Seller without such proposed terms. If this PO is deemed an acceptance of a prior offer by Seller, such acceptance is expressly limited to the terms herein. Seller accepts these PO terms on earlier of Seller's PO acknowledgment or Seller's shipment of goods and/or commencement of services (Goods/Services). McKesson may alter or reschedule any delivery, or cancel this PO in full or in part, at any time and for any reason, without charges or other fees as a result of such change or cancellation. This PO is the parties' complete agreement regarding the Goods/Services; all prior negotiations, documents and verbal agreements are merged into this PO and no prior course of dealing between the parties is relevant. However, this PO will not supersede or replace a written agreement that is signed by both parties and covers the same subject matter as this PO. For the purpose of clarity: (i) the terms of any written agreement duly executed by McKesson and Seller for the same or similar Goods and/or Services (hereinafter "Stand Alone Agreement") will govern and control over the terms of this PO; and (ii) any service levels, documentation, terms of use, and additional warranties provided by Seller to its customers generally shall apply to the Goods and Services in the absence of a Stand Alone, and solely to the extent such do not conflict with these PO terms. This being said, the applicable order of precedence is the following:

- a. Stand Alone Agreement;
- b. PO terms;
- c. Any service levels, documentation, terms of use, and additional warranties provided by Seller to its customers in relation to Goods and Services.

2. INVOICE; PAYMENT. The price on the face of this PO is full and complete payment for the Goods/Services. It is understood that McKesson will benefit from any price reductions on any article in this order which may be made after the date on which the goods were ordered and the date on which the goods were delivered. In the event that Seller offers a deal that provides for free goods - or any other premium discounts or advantages above and beyond the regular discount and terms at which these goods are now sold by Seller. THIS PO AND MCKESSON'S PAYMENT OBLIGATIONS ARE EACH EXPRESSLY CONDITIONED ON MCKESSON'S ACCEPTANCE OF ALL THE TERMS. MCKESSON EXPRESSLY OBJECTS TO ANY ADDITIONS, DELETIONS OR DIFFERENCES IN THE TERMS OR CONDITIONS CONTAINED IN SELLER'S QUOTATION, PROPOSAL, ACKNOWLEDGMENT, INVOICE, ANY ONLINE TERMS OR CLICK-WRAP TERMS, TERMS OF USE, OR OTHER DOCUMENT, OR TERMS PROVIDED WITH DELIVERY OF ANY GOODS OR SERVICES UNDER THIS PO, AND/OR ANY ATTEMPT BY SELLER TO ALTER OR AMEND THIS PO OR THE TERMS, REGARDLESS OF WHETHER SUCH ADDITIONS, DELETIONS OR DIFFERENCES MATERIALLY ALTER THIS PO OR THE TERMS (HEREINAFTER "CHANGES"), AND MCKESSON HEREBY REJECTS SUCH CHANGES, ANY OF WHICH ARE NOT BINDING ON MCKESSON. FOR THE PURPOSE OF CLARITY, THE VALUE INDICATED ON THIS PO DOES NOT CONSTITUTE A COMMITMENT FROM MCKESSON TO SELLER. Seller will invoice McKesson within 60 days after McKesson's acceptance of Goods/Services. Unless otherwise stated on the first page of the PO, payment terms are net 60 days after receipt of correct invoice and supporting documentation. Payment may be made by check, electronic fund transfer, purchasing card and/or Seller purchasing account. Invoices must include PO number and itemize separately all shipping charges, insurance and taxes. No charges may be invoiced for packing, labelling, commissions, customs duties, storage, crating, or express handling unless stated on this PO. Payment does not constitute acceptance or preclude dispute of charges. Seller is solely responsible for filing federal, provincial and local tax forms and paying all taxes related to Seller's business and receipt of payment. Seller is also solely responsible for paying all applicable fees, charges and levies related to beverage container or recycling fees, or any fees pursuant to any municipal, provincial or federal recycling programs such as, but not limited to, Stewardship Ontario, Recyc-Quebec, BC Environmental Handling Fees, and PEI Beverage Containers Act. Claims for money due or to become due from McKesson are subject to set off for counterclaim under this or other transactions.

2. SHIPMENT; DELIVERY; INSPECTION. If Seller must ship by a method more expensive than that stated on this PO to comply with the required delivery date, Seller will pay any increased transportation costs unless the need for such rerouting or expedited handling is approved in writing by McKesson. Seller will package Goods in containers that permit safe transportation and handling and will ship via a reputable carrier. Containers must be labelled and marked to identify contents without opening and must contain packing sheets listing contents. PO number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading. Sellers shall provide McKesson with a commercial invoice meeting the requirements of the Canada Border Services Agency for all invoices where the Goods are originating outside Canada. Delivery terms are FOB Destination to the Ship To address on this PO. Title will pass to McKesson at point of delivery to Destination. If Goods are destroyed prior to title passing, McKesson may cancel the PO or require delivery of substitute Goods (such delivery to be made as soon as practicable). If loss of Goods is partial, McKesson may require delivery of Goods not destroyed. If Goods are not delivered or Services not provided by the date stated on the PO, McKesson may reject Goods/Services already delivered and terminate the PO as to Goods not yet shipped or Services not yet rendered, without liability. Delivery appointments shall be arranged with receiving locations. Notwithstanding any prior payment, all Goods/Services are subject to inspection, testing and acceptance within a reasonable time after delivery or completion. If Goods utilizing McKesson's name or trademarks (Marks) are rejected, returned or not purchased by McKesson, Seller will remove all Marks from such Goods prior to any sale, use or disposition.

5. INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION. "Work Product" includes without limitation all designs, discoveries, ideas, inventions, creations, works, data, devices, masks, models, work-in-progress, deliverables, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed under the PO. Standard Goods manufactured by Seller without having been designed, customized or modified for McKesson do not constitute Work Product.

All Work Product is the sole and exclusive property of McKesson. Seller irrevocably assigns to McKesson all of Seller's worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. For any computer software programs or databases delivered to McKesson by Seller per this PO, Seller grants to McKesson a worldwide, non-exclusive, irrevocable, transferable fully - paid license to use and to make backup copies of such software (including any subsequent revisions, upgrades and enhancements thereto provided by Seller) and related documentation. Such software is the property of Seller or its licensors. Any non-public information or data furnished by McKesson to Seller in any form, including information of McKesson or its affiliates, suppliers or customers, is McKesson confidential information (Confidential Information). Seller will keep confidential and will not disclose or use any Confidential Information for any purpose other than fulfilling the PO. In event of PO termination or anytime upon McKesson's request, Seller will promptly deliver all Confidential Information and/or Work Product per McKesson's instructions.

6. INDEMNITY; INSURANCE. Seller will indemnify, hold harmless, and defend McKesson and its affiliates, and their officers, directors, employees, agents, suppliers and customers, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit, relating in any way to Goods/Services (Claims), including without limitation Claims relating to (i) sickness or death of or bodily injury to any person, destruction or damage to real or personal property, or contamination of the environment and any associated clean-up costs, (ii) obvious, apparent or latent defects in the Goods/Services, (iii) any act or omission of Seller, its employees, agents or subcontractors, (iv) breach by Seller of its warranties herein, and (v) allegations by a third party that Goods/ Services, the results of Services, or any other products or processes provided under the PO (whether provided alone or in combination with other products, or processes), infringe any intellectual property or other right of a third party. Seller will not settle any such suit or claim without the indemnified party's prior written approval. Seller will reimburse all costs incurred by McKesson in enforcing this indemnity, including attorneys' fees. Should McKesson's use (or use by its distributors, subcontractors or customers) of any Goods/Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller will, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods/Services; (b) modify Goods/Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for all indemnified parties the right to continue using the Goods/Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods/Services. Seller will maintain adequate health and disability, auto, workers' compensation and employer's liability, unemployment compensation, professional liability/errors & omissions, comprehensive general liability and other insurance as required by law and per common practice in Seller's industry.

7. GENERAL. Seller is an independent contractor without express or implied authority to bind McKesson, and is responsible for all costs of performing its obligations such as providing its own supplies and equipment. McKesson may engage others to perform Services or provide Goods the same as or similar to Seller's. Seller may not assign or subcontract this PO in full or in part without McKesson's prior written approval. If any provision of this PO is deemed invalid, illegal or unenforceable, the remaining provisions will not be affected or impaired. No waiver by McKesson of a breach of any PO terms will constitute waiver of any other or future breach. Any rights and obligations which by their nature extend beyond termination of this PO will survive. Seller will comply with all federal, provincial and local laws in the performance of this PO, including but not limited to laws and regulations regarding data privacy and data protection where applicable. This PO is governed by and construed in accordance with the laws of the Province of Quebec and the applicable federal laws, without regard to its conflicts of law rules, and the courts of the same province shall have exclusive jurisdiction for any dispute arising of or in connection with this PO. Goods are subject to all written and oral express warranties made by Seller's agents and to all warranties provided by the Civil Code of Quebec. **IN NO EVENT SHALL MCKESSON BE LIABLE TO SELLER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) RELATED TO THIS PO, WHETHER OR NOT MCKESSON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MCKESSON'S TOTAL LIABILITY FOR DAMAGES, WHETHER BASED ON CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, WILL NOT EXCEED THE PO PRICE ALLOCABLE TO THE GOODS/SERVICES GIVING RISE TO THE CLAIM.** Except for this PO which may be sent by E-mail or fax, all notices will be in writing, sent to the addresses in this PO, and deemed given when delivered personally, or 1 business day after sent by commercial overnight courier, or 5 business days after mailing if sent by certified mail.

END OF MCKESSON PO TERMS

PAGE 2/2