

SUPPLY AGREEMENT

Starting in the fall of 2024, Héma-Québec, in accordance with the assignment entrusted by the Department of Health and Social Services, will supply human tissues to the public facilities managed by Québec's health network (as well as to its public and private associates, whenever required).

1. Definitions

"Direct Deliveries": any direct shipment from one of Héma-Québec's suppliers to the Client, which is commonly referred to as a "Drop Shipment".

"Tissue": any human tissue governed by the *Safety of Human Cells, Tissues, and Organs for Transplantation Regulations*, or instrument classified as a Medical Device and, as such, governed by the *Medical Devices Regulations*.

"Non-Compliant Tissues": any and all tissues that do not meet all the requirements defined by law or a specific manufacturer – including those which are plagued by latent defects or are shipped in an expired or otherwise damaged packaging.

2. Scope

The Terms and Conditions referred to in this document apply to the Tissues supply by Héma-Québec to the public facilities which are part of Québec's health network and any of their public and private affiliates and clients (hereinafter, "**Clients**"). Such Terms and Conditions shall be given precedence and priority over the terms and conditions of any purchase order a Client might eventually submit to Héma-Québec.

3. Orders

a. **Overview and guarantee :**

In order to ensure the availability of the Tissues they need, Clients must plan each and every regular order at least one (1) week in advance.

Héma-Québec cannot in any way or manner guarantee that the specific Tissues a Client may need will be available at the date they want it delivered or the surgery's date. It agrees, however, to deploy reasonable efforts in order to meet Client's needs – which may involve soliciting tissue banks and informing the Client of the fact that it cannot meet a delivery deadline or supply a particular Tissue. Héma-Québec shall not, under no circumstances whatsoever, be held liable for any harm or damage a Client or any third party may have suffered or incurred on account of its failure to supply a particular Tissue or to deliver it on time.

b. **Terms and conditions :**

It is the Client's sole, exclusive, and absolute responsibility to order Tissues well in advance so they are available at the time a surgery must be performed.

Every single order of Tissues must be initiated by a duly authorized representative of the Client, who must provide Héma-Québec with a valid purchase order.

Each and every order of Tissues will be processed through Héma-Québec's website or by means of an e-mail addressed to tissus@hema-quebec.qc.ca.

Regular business hours run from 7:30 AM to 4:30 PM, from Monday to Friday (national holidays excluded).

All purchase orders submitted to Héma-Québec must include the following information:

- Number of the purchase order issued by the Client;
- Code and summary description of the required Tissues;
- Unit price of the Tissues;
- Delivery date requested by the Client;
- Date on which the surgery must be performed (for reference purposes only);
- Contact information of the individual in charge;
- Complete delivery address (including department, floor, and unit).

An order confirmation will be issued within the twenty-four (24) business hours that will follow receipt of the purchase order issued by the Client.

An employee of Héma-Québec will contact the Client in order to confirm the order, the availability of the requested Tissues, as well as all applicable delivery terms.

c. Changes made to an order

The Client may only modify orders that have not yet been processed – in which case they must submit a written request by electronic mail (tissus@hema-quebec.qc.ca). An employee of Héma-Québec shall confirm whether or not the relevant order can still be modified.

4. Rates

All rates applicable to Tissues are subject to change at any time and without notice. Relevant sales taxes and delivery charges will be added to such rates.

Any and all deliveries that qualify as urgent will bring about additional charges. Both basic and additional delivery charges will be invoiced at Héma-Québec's then current rates.

5. Payment

Héma-Québec shall, each and every time it will deliver Tissues to a Client, provide the latter with an invoice that identifies (among other things) the nature of the Tissues involved, the delivery date, and the number of the purchase order issued by the Client. All invoices must be paid in full within thirty (30) days of receipt. Interest at a rate of 1.5% per month (18% per year) will be added to any balance left unpaid on any invoice.

6. Deliveries

Héma-Québec or one of its business partners will deliver the Tissues to the point of delivery the Client identified on their purchase order. It is hereby acknowledged and agreed that once they have been delivered to such a location, the Tissues will become the Client's sole, exclusive, and absolute responsibility. Should it prove impossible to deliver the Tissues to said location, any delivery made to any other adequate location agreed upon by the parties shall yield the same results.

Delivery deadlines may vary according to the Tissues' nature and point of origin. The deadlines mentioned below are only meant to provide a general estimate of the time it usually takes Héma-Québec to process a regular order. An estimated date of delivery will eventually be provided to the Client.

Processed Tissues Héma-Québec either has in stock or is able to order from a third-party supplier:

Héma-Québec may ship Tissues manufactured by a third-party – in which case the relevant packaging might identify the manufacturer in question.

- a . Orders received before 3:00 PM are usually delivered within two (2) business days;
- b . Orders received after 3:00 PM are usually delivered within three (3) business days.

7. Shipping manifest and related documents

Each and every delivery shall come with a distribution slip that clearly itemizes the Tissues being delivered. The following forms and documents will be appended to the distribution slip: identification labels, package insert, implantation report, and report on post-implantation adverse effects (only when the relevant product comes from Héma-Québec's own tissue bank). Such formalities shall apply to deliveries of Tissues released from Héma-Québec's facilities as well as to Direct Deliveries.

8. Receipt, inspection and storage of Tissue

Should the Client, upon a delivery, notice that the Tissues delivered differ in any way or manner from the items identified on the distribution slip, they shall notify Héma-Québec of the situation by phone. Héma-Québec will then provide the Client with a modified distribution slip or with instructions governing the return of the Tissues that do not comply with the order. The Client must, within twenty-four (24) hours of receipt, conduct a visual inspection of the Tissues' outer packaging in order to make sure it did not sustain damage. In the event where such damage was discovered, the Client shall contact Héma-Québec's customer service by means of an e-mail sent to tissues@hema-quebec.qc.ca. No packaging (albeit damaged) shall ever be returned to Héma-Québec without the latter's explicit approval. The Client shall abide with Héma-Québec's instructions with respect to the return or disposal of packaging (as the case may be).

The Client must store Tissues in compliance with the instructions found on the relevant identification labels and/or package inserts.

9. Shelf life

Héma-Québec, due consideration being given to the specifications below, shall inform the Client of the remaining shelf life of Tissues:

- a. Fresh grafts, cornea, and other Tissues whose shelf life does not extend past a few days or weeks: Héma-Québec will systematically disclose remaining shelf lives to the Client so the latter can plan their use of the Tissues accordingly;
- b. Any other Tissues: Héma-Québec will only disclose the shelf life of a Tissue when it is of less than three (3) months.

10. Return of special packaging materials

The Client must, within the five (5) business days that will follow their use or disposal of the Tissues, return all special packaging materials such as cryogenic carrying cases. All such special packaging materials must be returned in accordance with the instructions (as well as to the return address) printed on the documents handed at the time the Tissues were delivered. Héma-Québec shall take charge of any and all transportation fees and costs.

The Client shall be charged \$2,000 each and every time it fails to return special packaging materials in compliance with the return deadline and/or instructions discussed above.

11. Return of Tissues

Héma-Québec will only agree to a return of Tissues in the following instances:

- a. The Tissues delivered do not comply with the specifications of the purchase order;
- b. The Tissues are otherwise non-compliant;
- c. If the requested return occurs prior to the expiration date of the shipment box, the shipment box must remain unopened and its temper-evident seal must still be intact.

Before the return of any Tissues for one of the reasons stated above, the Client must obtain a return approval from Héma-Québec and comply with all the instructions the latter will provide in regards to the return or disposal of Tissues (as the case may be).

All Tissues involved in a Direct Delivery shall be returned to Héma-Québec's supplier in accordance with the instructions Héma-Québec will issue.

Any and all requests submitted to Héma-Québec with respect to alleged Non-Compliant Tissues must be supported by conclusive evidence (photographs, measurements, descriptions, etc.) and other information likely to confirm such non-compliance.

Any unauthorized or otherwise non-compliant return of Tissues could result in the Client's credit being cancelled.

Héma-Québec shall, at its sole and absolute discretion, determine what credit must be awarded to the Client on account of the cost of the relevant Tissues and of all relevant shipment, delivery, return, and disposal charges.

12. Withdrawals / Recalls

In the event of withdrawals or recalls of Tissues, Héma-Québec will contact the Client by phone and subsequently issue explicit instructions in writing. The Client agrees to collaborate with Héma-Québec and to comply with its instructions. It shall be the Client's sole, exclusive, and absolute responsibility to notify the relevant recipient(s) of Tissues of such a withdrawal or recall.

13. Implantation reports

A standardized form entitled "Implantation Report Meant to Ensure Traceability" will be provided with every delivery of Tissues. The Client must fill out said form and return it by electronic mail as soon as possible – whether it be to Héma-Québec or to third-party tissue banks (in accordance with instructions the latter will provide).

A form must be filled out whenever Tissues are implanted or destroyed.

14. Adverse effects / Harmful effects / Complaints

Any adverse or harmful effects a patient may experience following a graft of Tissues must be reported to Héma-Québec as soon as they are discovered. The Client hereby commits to provide Héma-Québec with a comprehensive and detailed description of the adverse or harmful effects as well as with all the information Héma-Québec will need in order to properly disclose the event to Health Canada.

Any complaint concerning a product which was either manufactured or distributed by Héma-Québec must be reported to the latter as soon as it is received or otherwise discovered. The Client hereby commits to provide Héma-Québec with all the information it will need in order to properly process such a complaint.

15. Terms of use

The Client must always use Tissues in accordance with the instructions provided by Héma-Québec and/or the relevant manufacturer. Only qualified persons must be allowed to handle Tissues. In no circumstances whatsoever should the Client ever assign or otherwise transfer Tissues to a third party.

Héma-Québec hereby denies and disclaims any kind of liability in regards to the failure of the Client or of any surgeon to comply with instructions it (or any manufacturer) has provided.

All the Tissues provided to the Client are for human grafts or transplants only. Tissues shall not be used for any other purposes, including research or educational purposes.

Both the resale and redistribution of Tissues supplied by Héma-Québec are strictly prohibited.

16. Traceability

The Client, in order to ensure the traceability of Tissues, agrees to maintain current and up-to-date a registry that will allow for the tracking of all relevant Tissues and of the patients who benefited from them. The Client also commits itself (i) to fill out all required implantation reports and to return them to Héma-Québec or its relevant business partners within seven (7) days of any implantation of Tissues, or (ii) to notify Héma-Québec of the destruction or other disposition of Tissues that were never transplanted.

17. Warranty and liability

Tissues supplied are biological products and as such they may contain known or unknown infectious agents. No tissues donors selection process or post tissues recovery screening tests, no matter how thorough, shall ever be said to eliminate any and all risks of contamination or other risks. Other hazards may also be associated with the graft of Tissues. In such a context, Héma-Québec cannot in any way or manner whatsoever guarantee the safety of any of the Tissues supplied hereunder. It does not issue any representation or warranty to the effect that any of the Tissues the Client orders will properly fulfil their intended purpose. Héma-Québec, however, declares that the Tissues it will supply will comply with all the standards which, within Canada, apply to the distribution of Tissues meant for human grafts or transplants – including, whenever relevant, the guidelines published by the American Association of Tissue Banks (AATB). With respect to the Tissues manufactured by third parties, Héma-Québec cannot provide the Client any other warranty than the one provided by the actual manufacturer.

All risks of loss shall be transferred upon the Client once Tissues are delivered to the point of delivery identified in the relevant purchase order.

18. Privacy of information / Protection of personal information

The proprietary information the parties will disclose to each other hereunder shall be deemed to be confidential and processed as such.

No personal information allowing re-identification of any Tissue donor shall ever be disclosed by Héma-Québec or any of its suppliers. Should such personal information ever be inadvertently disclosed, the Client shall report the situation to Héma-Québec and comply with the instructions the latter will issue.

19. Governing law

The interpretation and implementation of this document shall be governed by and construed in accordance with the statutes, laws, and regulations in force within the province of Québec. Should a disagreement or dispute ever arise in connection with the terms or conditions of this document or the parties respective obligations, the parties shall meet and negotiate in good faith in order to resolve it. Any disagreement or dispute that is not resolved within a reasonable timeframe shall be entrusted to the competence and jurisdiction of the civil courts sitting within the judicial district of Montréal, in which both Héma-Québec and the Client are deemed to be domiciled.

The civil courts sitting within the judicial district of Montréal shall also be awarded exclusive competence and jurisdiction over any litigation revolving around the use of Tissues supplied by Héma-Québec or one of its business partners.

20. No waiver

No failure on the part of Héma-Québec to exercise or enforce any of the rights it is granted hereunder or by law shall ever be interpreted or construed as a waiver or termination of such rights.

21. Notices

Any notice the Client must provide hereunder must be made in writing and sent to the following e-mail address: approvisionnement.tissushumains@quebec.qc.ca. The Client hereby commits to provide Héma-Québec with the contact information of the individual or department to whom written notices must be addressed.

22. Entire Agreement

The Terms and Conditions stipulated herein, including those mentioned in any shipping manifest that identifies the Tissues received and accepted by the Client, represent the entire understanding and agreement of the parties relating to the subject matter herein. No other document (including the purchase order issued by the Client), written notice, or verbal communication (whether it be prior or subsequent) may ever be interpreted or construed as modifying in any way or manner the Terms and Conditions defined herein. As any new, revised, or updated version of this document will be posted on Héma-Québec's website, it is the Client's sole, exclusive, and absolute responsibility to check the latter on a regular basis.