

STANDARD TERMS AND CONDITIONS

The terms and conditions of sale outlined herein (these “**Terms**”) shall apply to the sale of Goods (as such term is set out in paragraph one herein) by Meditek (“**Seller**”) to the buyer (“**Buyer**”). These Terms are incorporated into each purchase order (“**Sales Contract**”) issued by Buyer to Seller. Terms and conditions contained in any Buyer document are not binding upon Seller, unless accepted in writing by Seller.

1. **Terms and Acceptance of Order.** These Terms are the only terms which govern the sale of the Goods by the Seller to the Buyer. The most recent version of Sales Proposal and these Terms (collectively, this “**Agreement**”) comprise the entire Agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any inconsistency between the Sales Proposal and these Terms, the Sales Proposal takes precedence. These Terms prevail over any of the Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted such terms. Fulfilment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. If Seller’s Terms are not acceptable, Buyer shall immediately notify Seller of its objections and Buyer’s failure to so object and its delivery of an acknowledgement or acceptance of the Goods shall constitute Buyer’s consent to the Terms hereof. Any reference to the Buyer’s order or other communication is for convenience only and not an incorporation of the terms thereof unless expressly stated.
2. **Sale of Goods.** Seller shall sell to Buyer and Buyer shall purchase from Seller the Goods in the quantities and at the price set forth in the Sales Proposal.
3. **Delivery and Shipment.** All goods shall be delivered during normal business hours to Buyer’s address specified in the Sales Proposal (the “**Delivery Location**”) using Seller’s standard methods for packaging and shipping such Goods. If Seller ships the Goods using Seller’s freight account, Buyer shall be responsible for all associated delivery costs, including but not limited to freight charges, handling fees, and any applicable duties or taxes. Delivery shall be made in accordance with the terms set forth in the Sales Proposal, including the date of delivery (the “**Delivery Date**”).
4. **Title.** Title passes to Buyer upon payment in full for the Goods. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a security interest in and to all of the right, title, and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase-money security interest under the Manitoba Personal Property Security Act.
5. **Transfer of Risk.** The risk of loss or damage shall remain with Seller until the Goods are delivered to the Buyer, if shipped using Seller’s courier. If using Buyer’s courier, the risk of loss or damage shall transfer to the Buyer as soon as the goods are shipped.
6. **Acceptance of Goods.** Within two (2) days of receipt, Buyer shall inspect the Goods. Unless Buyer notifies Seller in writing of any non-conformities within two (2) days of receipt, Buyer shall be deemed to have accepted the Goods without qualification, and cannot, thereafter, reject any Goods. Once used, Goods are deemed to be fully conforming to this Agreement.
7. **Return of Products.** Buyer may not return Goods unless it has first obtained Buyer’s written approval to accept such Goods.
8. **Price and Payment.**
 - (a) **Price.** Buyer shall purchase the Goods from Seller at the price set forth in the Sales Proposal. The price excludes all delivery and transportation costs to the Delivery Location, unless otherwise noted. All Prices are exclusive of all harmonized sales tax, goods and services tax, sales tax, valued added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer, unless otherwise noted. Buyer shall be responsible for all such charges, costs, and taxes. Seller reserves the right to revise pricing if Buyer goes beyond the agreed upon delivery date.
 - (b) **Late Delivery.** If Buyer fails to accept delivery of the Goods on or before the established Delivery Date, Buyer shall be responsible for any and all additional costs, expenses, or losses incurred by Seller as a result of such failure, including but not limited to increased storage, handling, insurance, transportation charges and any change in the exchange rates affecting the cost of the Goods or related services. All costs shall be calculated in Canadian dollars.
 - (c) **Payment.** If noted in Sales Proposal, Buyer shall pay a non-refundable deposit at the time of execution of the Agreement, and all additional payments as stipulated. Buyer shall make all payments hereunder by EFT, wire transfer or cheque within 10 days of receipt of goods and in Canadian dollars. Buyer shall pay interest on all late payments at the rate of 2% per month or 26.8% per annum.
 - (d) **Cancellation.** Buyer shall have no right to cancel or amend any purchase of Goods pursuant to this Agreement. Seller may, in its sole discretion, without liability or penalty, terminate this Agreement if Seller determines that Buyer is in violation of its payment obligations or has materially breached or is in breach of this Agreement.
9. **Warranties.**
 - (a) **Limited Warranty.** Subject to the warranty limitation set forth in Section 9(b) below and unless otherwise noted, Seller warrants that new Goods sold hereunder, which excludes used or refurbished Goods, will be free from material defects in material and workmanship for one (1) year after shipment, under normal and proper use and service.

(b) **Warranty Limitation and Disclaimer.** The warranty and remedies for breach of warranty provided for in this Agreement do not cover, and Seller shall not be liable for: (a) abnormal wear and tear or damage caused by use or handling which is improper or contrary to Seller's instructions; or (b) improper storage of Goods, including storage of Goods unprotected from weather. Items repaired or replaced and designs corrected under warranty are warranted only for the remainder of the original warranty period. All literature about the Goods is for illustrative purposes only and does not contain a warranty of any kind. Except for the warranty set forth in section 9(a) above, seller makes no warranty or condition whatsoever with respect to the good, including any warranty or condition (a) of merchantability; or (b) of fitness for a particular purpose; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

10. Limitation of liability. In no event shall either party be liable for any consequential, indirect, incidental, special, aggravated, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, and/or in connection with any breach of this agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not such party was advised of the possibility of such damages, (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based, and (d) the failure of any agreed or other remedy of its essential purpose.

11. Indemnification. Each party shall indemnify, hold harmless, and defend the other party and its successors and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, that are incurred by indemnified party, relating to any claim of a third party arising out of or occurring in connection with the Goods or the indemnifying party's negligence, willful misconduct, or material breach of this Agreement.

12. Confidentiality. All non-public, confidential, or proprietary information of either party, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, in connection with this letter agreement is confidential, solely for the use of performing this letter agreement, and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. This Section 12 does not apply to information that is: (a) in the public domain; (b) known to the recipient at the time of disclosure; (c) rightfully obtained by the recipient on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reference to or use, in whole or in part, of any of the disclosing party's confidential information.

13. Miscellaneous.

(a) **Force Majeure.** Seller may cancel all or any part of this Agreement and Seller shall not be liable or responsible to the Buyer, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent that the Seller's failure or delay is caused by or results from events beyond the reasonable control of Seller. Seller's non-performance is also excused without penalty if its Seller at origin does not fulfill its obligations.

(b) **Governing Law/Choice of Forum.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Manitoba and the federal laws of Canada applicable. Any action or proceeding arising out of or relating to this Agreement shall be brought in the courts of the Province of Manitoba. The parties hereby consent to this jurisdiction and venue.

(c) **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter.

(e) **Amendments and Modifications.** This Agreement may not be modified except by a written instrument signed by the parties.