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## Vendor Agreement

February 1, 2025

### 1.0 Scope

- a) The Vendor agrees to provide CareKW with pre-determined goods and/or services.
- b) CareKW agrees to provide payment to vendor for agreed upon goods and/or services.

### 2.0 Responsibilities of the Vendor

- a) **Quality Assurance:** The Vendor agrees to provide goods/services that meet or exceed the quality standards outlined in the specifications provided by CareKW. The Vendor shall ensure that all products/services are free from defects and conform to any applicable industry standards and regulations.
- b) **Support Services:** The Vendor shall provide adequate customer support and technical assistance as necessary to ensure the proper use and maintenance of the goods/services. This includes responding to inquiries, troubleshooting issues, and providing training if required.
- c) **Warranty:** The Vendor shall provide a warranty for the goods/services against defects in material and workmanship for a period of at least 90 days from the date of delivery. During this warranty period, the Vendor shall, at no additional cost to CareKW, repair or replace any defective items or components that are identified as faulty due to manufacturing defects or issues with workmanship. The Vendor's obligation under this warranty shall not extend to defects resulting from misuse, neglect, or unauthorized modifications by CareKW.
- d) **Authorization:** The Vendor is responsible for ensuring that goods/services are ordered by authorized CareKW individuals/groups. CareKW is not liable for any goods/services ordered by unauthorized CareKW individuals/groups.
- e) **Invoicing:** Vendor has up to 90 days to submit invoices or claims of payment. Any invoices older than 90 days may be deemed unpayable at CareKW's discretion.
- f) **Disclosure statement:** The Vendor agrees to provide "Country of Origin," within 48 hours of request. This includes and is not limited to countries vendor and related parties are functioning in, and source of products and services manufactured.

### 3.0 Prices, Payments

- a) **Pricing:** The prices for the goods/services shall be as specified in the purchase orders and/or price lists agreed upon by the Parties.
- b) **Payment Terms:** Payments shall be made by the CareKW in the manner and within the time frame set forth in the Invoice or as otherwise agreed upon in writing.

### 4.0 Delivery

- a) **Delivery Schedule:** The Vendor agrees to deliver the goods/services according to the delivery schedule specified in the purchase orders. Any delay in delivery must be promptly communicated to CareKW.
- b) **Delivery Location:** Goods shall be delivered to 148 Manitou Drive, Kitchener, ON, N2C 1L3 in a reasonable manner. Any changes to the delivery address must be agreed upon in writing.
- c) **Delivery Charges:** All delivery charges, including but not limited to shipping, handling, and insurance, shall be specified in each purchase order.
- d) **Risk of Loss:** Title and risk of loss or damage to the goods remains with the Supplier until the goods are delivered and accepted by the Buyer at the specified delivery location.

### 5.0 Compliance

- a) **General compliance:** The Vendor agrees to comply with all applicable laws, regulations, and industry standards related to the performance of its obligations under this Agreement. This includes, but is not limited to, laws governing labor, health and safety, environmental protection, and data privacy.
- b) **Licenses and Permits:** The Vendor shall obtain and maintain all necessary licenses, permits, and approvals required to deliver the goods/services specified in this Agreement. The Buyer reserves the right to request evidence of such licenses or permits at any time.

## **6.0 Superseding Effect**

The terms of the Agreement and the obligations imposed shall supersede any terms imposed by any other agreement document between the parties.

## **7.0 Confidential Information**

"Confidential Information" refers to any non-public, proprietary, or confidential information disclosed by one party (CareKW) to the other party (the Vendor) during the term of this Agreement. This includes, but is not limited to, trade secrets, business strategies, financial information, customer lists, and any information designated as confidential.

Confidentiality Obligations:

- The Vendor agrees to keep all Confidential Information confidential and to not disclose, directly or indirectly, any Confidential Information to any third party without the prior written consent of CareKW.
- The Vendor shall not disclose Confidential Information to any third party without the prior written consent of CareKW, except as expressly permitted under this Agreement.

## **8.0 Privacy**

The Vendor and CareKW acknowledge and agree that as of January 1, 2012, the Freedom of Information and Protection of Privacy Act (Ontario) ("FIPPA") applies to and governs certain information. CareKW will maintain the confidentiality of this information in accordance with the provisions of FIPPA. However, the Vendor acknowledges and agrees that FIPPA may also require the disclosure of such information to third parties.

## **9.0 Termination**

CareKW shall have the right to terminate its relationship with vendor immediately in the event that the Vendor fails to comply with the provisions of this agreement. In the event of termination CareKW will pay outstanding bills pertaining to mutually agreed provision of goods and services by the vendor. Vendors are not authorized to charge additional cancellation fees, penalties etc. outside of the agreed goods and services in the event of termination.

Any confidential information shared between the parties shall continue to be subject to the confidentiality obligations outlined in this Agreement.

In the event of termination, the CareKW shall pay the Vendor for all Services rendered up to the date of termination. Any prepaid amounts for Services not yet rendered shall be refunded to the Company.

## **10.0 Publicity**

The Vendor agrees not to reference CareKW or indicate that it has supplied, or may in the future supply, goods to CareKW in any advertising, promotional materials, or other forms of communication without obtaining prior written consent from CareKW. This includes any use of CareKW's name or branding for the purpose of advertising or soliciting business.

## **11.0 Governing Law**

This clause clearly establishes that the Purchase Order is governed by Ontario law, ensuring that any legal issues or disputes arising under the Purchase Order will be addressed in accordance with the laws of that province.

## **12.0 Indemnification**

Vendor agrees to be liable for its own conduct, including but not limited to breach of this Agreement, and to indemnify CareKW against all losses related to the indemnifying party's breach.

## **13.0 Agreement and Acceptance**

The following events assumes vendor agrees to the above terms

- a) Vendor accepts payment from CareKW in any amounts.
- b) Vendor accepts through verbal or written agreements to CareKW

## **14.0 Changes to Terms**

CareKW reserves the right to change the terms of the agreement at their discretion.