

GENERAL SUPPLY AGREEMENT

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GENERAL SUPPLY AGREEMENT, entered into in the City of, Province of (insert name of province), Canada.

BETWEEN: V1 (name of individual), (occupation), domiciled and residing at (insert civic number and street name), in the City of (insert name of city), Province of (insert name of province), (postal code);

OR

V2 (corporate or business name), a legal person duly incorporated pursuant to the Act (name of statute under which the corporation was incorporated), having its principal place of business at (insert civic number and street name), in the City of (insert name of city), Province of (insert name of province), (postal code);

OR

V3 (corporate or business name), a legal person duly incorporated pursuant to the Act (name of statute under which the corporation was incorporated), having its head or registered office at (insert civic number and street name), in the City of (insert name of city), Province of (insert name of province), (postal code), represented by (name of representative), its (title of representative), duly authorized for the purposes hereof;

OR

V4 (corporate or business name), a legal person, duly incorporated pursuant to the Act (name of statute under which the corporation was incorporated), having its head or registered office at (insert civic number and street name), in the City of (insert name of city), Province of (insert name of province), (postal code), and duly registered under number (.....) in accordance with (insert name of statute pursuant to which the entity is registered), represented by (name of representative), its (title of representative), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the [sole director or board of directors]];

HEREINAFTER REFERRED TO AS "CLIENT";

AND: (identification of the supplier);

HEREINAFTER REFERRED TO AS "SUPPLIER";

...CLIENT	SUPPLIER

HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) CLIENT is engaged in the field of health care and social services;
- (B) CLIENT is looking for a supplier to supply (specify if necessary);
- (C) CLIENT issued a request for proposals to obtain proposals to that end;
- (D) SUPPLIER's proposal was selected by CLIENT;
- (E) The request for proposals included as schedule a copy of the agreement to be entered into by the principal and the successful bidder once the selection process was completed;
- (F) The PARTIES wish to proceed with the necessary modifications to the secondary elements of such agreement so that it represents with added precision the rights and obligations of SUPPLIER;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

V1 Unless indicated otherwise, the following capitalized terms or expressions shall have the meaning indicated below throughout the Agreement:

OR

V2 Capitalized words and expressions appearing in the Agreement or in any subordinate document have the meaning indicated in the Request for Proposals, unless otherwise indicated in the text; capitalized words and expressions that appear only in the Agreement shall have the meaning indicated below:

0.01.01 Activities

...CLIENT	SUPPLIER

means (identify business sector) of (identify subject person);

0.01.02 Agreement

means this agreement including its recitals and schedules, any related or ancillary agreement or document identified therein, as well as any amendment made thereto from time to time by the PARTIES in compliance with Section 12.05; the terms "herein", "hereof", "hereto", "herewith", "hereunder", "hereby" and other similar terms, when used in the Agreement, shall generally refer to the agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

0.01.03 Basic Supply

means an estimate of the Goods that the client wishes to acquire over (.....) months, as indicated in Schedule 0.01.03 hereof;

0.01.04 Breach

means any misrepresentation, inaccuracy, error, omission, non-compliance, infringement, failure, claim or other circumstance relating to a representation, warranty, covenant, obligation or other provision of the Agreement leading to:

- (a) any infringement of the Agreement; or
- (b) any claim by any Person or other occurrence or circumstance which (i) is inconsistent with a covenant, obligation or other provision of the Agreement and (ii) causes damage to such Person;

0.01.05 Best Effort

means the efforts which a prudent Person desirous of achieving a result would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes state of the art as it relates to any trade or profession in addition to generally acknowledged best practices in a field of activity;

0.01.06 Carrying Charges (optionnal clause)

means all additional costs related to the financing, storage and insurance of Goods following the deferral of the delivery of the latter;

0.01.07 Change in Control

means, in relation to any PARTY to the Agreement whose legal status is that of a business corporation, any one of the following events:

...CLIENT	SUPPLIER

- (a) the direct or indirect acquisition by any Person or entity of securities of such a corporation representing more than FIFTY PERCENT (50%) of the corporation's voting rights;
- (b) an agreement for the sale or disposition of all or substantially all of such a corporation's assets;
- (c) a reorganization of such corporation leading to an assignment of a PARTY's rights in the Agreement to a related Person;
- (d) a merger of such a corporation; or
- (e) the approval by the shareholders of such a corporation of a plan for its complete liquidation;

0.01.08 Confidential Information

means any commercial, technical, scientific, financial, legal, personal or other information disclosed by a PARTY relating to the disclosing PARTY's business activities, strategies or opportunities, Intellectual Property, suppliers, customers, financial condition or employees which, at the time of disclosure, is designated as confidential, is disclosed in confidence, or would be understood by the receiving PARTY, exercising reasonable business judgment, to be confidential, but excludes:

- (a) information known to the receiving PARTY before the date on which it is received;
- (b) information known by the public or available to the public before the date on which it is received;
- (c) information which becomes known by or available to the public after the date on which it is received and which does not result from a breach of confidentiality on the part of the receiving PARTY;
- (d) information received at any time by a Person not bound to one of the PARTIES by an undertaking of confidentiality with regard to such information;
- (e) information independently produced by the receiving PARTY;
- (f) personal information provided by an individual when such information is being used for the purpose for which it has been previously disclosed or any other purpose permitted by Law;

0.01.09 Delivery Note

...CLIENT	SUPPLIER

means any writing that confirming the transaction by which SUPPLIER or a Person acting on its behalf delivers the Goods supplied by SUPPLIER and containing a precise description of the Goods delivered to CLIENT;

0.01.10 Delivery Schedule

means all the dates or periods, selected in advance within a TWELVE (12) months period, on which the delivery of the purchased Goods is to take place, as described in Schedule 0.01.10 hereof;

0.01.11 Encumber or Encumbrance

encumber means to create or grant an encumbrance and encumbrance means a legal cause of preference, a dismemberment of ownership rights, an ownership modality, a restriction on the right to sell or a security interest;

0.01.12 Event of Default

refers to any of the following events:

- (a) if a PARTY fails to make any of the payments (of principal or interest) according to the timetable set and if it fails to cure such default within (.....) days following receipt of notice to such effect;
- (b) if any of the security mentioned in the Agreement is reduced in value, forfeited or expires before the obligation it guarantees is performed;
- (c) if a PARTY, in its interim or annual financial statements, does not show a working capital having a ratio of at least 1:1;
- (d) if the operations of a PARTY are interrupted for any reason whatsoever during (.....) consecutive days or more;
- (e) if a PARTY assigns its property for the benefit of its creditors or involuntarily liquidates its property;
- (f) if a PARTY becomes insolvent or if a petition in bankruptcy is instituted against it and a final judgment is handed down confirming its bankruptcy;
- (g) if a PARTY sells, assigns or transfers its rights in the Agreement, in whole or in part, without having obtained the prior written consent of
- (h) if a PARTY does not comply with one or more of its undertakings pursuant to the Agreement or to any ancillary agreement and such default is not cured within (.....) following receipt of a notice of default from

...CLIENT	SUPPLIER

(i) if a PARTY (or any of its Subsidiaries) is subject to a Change in Control;

0.01.13 Firm Order

means any Purchase Order issued in compliance with the Agreement for which the quantity of Goods is determinate and fixed, without possibility of adjustment or modification;

0.01.14 Firm Price

means any price, determinate and fixed, without possibility of adjustment or modification;

0.01.15 Firm Price Order

means any Purchase Order issued in compliance with the Agreement for which the price is determinate and fixed, without possibility of adjustment or modification;

0.01.16 Force Majeure

means any event beyond the control of a PARTY which could not have been reasonably foreseen and against which it could not have protected itself such as, without limiting the generality of the foregoing, natural disasters, epidemics, fires, accidents, acts of war (whether declared or not), insurrections, riots, acts of terrorism, wildcat strikes, partial or total work stoppages or slowdowns, lock-outs, changes in market conditions, power or communications breakdowns, interventions by civil or military authorities, compliance with any orders of governmental authorities, courts or tribunals or public authorities;

0.01.17 Fundamental Provisions

means, in the opinion of the PARTIES, Parts of the Agreement;

0.01.18 Goods

means(description of the goods) ordered or to be ordered pursuant hereto;

0.01.19 Intellectual Property

means any intangible asset, the proprietary rights of which may be protected by contract such as trade secrets, know-how and other similar assets and any intangible asset, the proprietary rights of which are protected by Canadian or foreign Laws such as patents, copyright, trademarks, industrial designs, integrated circuit topographies or plant species and includes any application made to and any registration or patent issued by a public authority for the purpose of securing proprietary and/or intellectual property rights to such intangible assets;

0.01.20 Law

...CLIENT	SUPPLIER

means a federal, provincial, state, municipal or foreign law, any regulation, ordinance, code, guideline, policy, or rule of civil or common law, any trade amendment thereto and any judicial or administrative order, consent, decree or judgment and may also include an international treaty or trade agreement, and any reference to a repealed statute shall be deemed to be a reference to such a statute and its related regulations as they existed prior to said statute being repealed;

0.01.21 Legal Representatives

means, in respect of each PARTY and, as the case may be, it's authorized assignee, when a natural person, the executors or administrators of his estate, his legal heirs, legatees, successors or mandataries and, when a legal person, its directors, officers, shareholders, members, employees and representatives;

0.01.22 Open Order

means any Purchase Order issued in compliance with the Agreement beyond the (period) projections;

0.01.23 Option

means a discretionary possibility to make additional purchases;

0.01.24 PARTY

refers to a signing party to the Agreement and includes its Legal Representatives;

0.01.25 Person

means, as the case may be, a natural person, partnership, joint-stock company, business corporation, cooperative, association, labour union, trust or any other organization whether incorporated or unincorporated, or any public authority of foreign, federal, provincial, territorial or municipal jurisdiction which is not a party to the Agreement, and includes their Legal Representatives;

0.01.26 Prime Rate

means, for each day, the annual rate of interest which the main business bank of CLIENT sets for that day, according to the financial markets, which it discloses publicly and based upon which it sets the interest rates for the loans it grants in Canada in Canadian currency;

0.01.27 Purchase Order

means any writing originating from CLIENT, subject to the Agreement, through which the latter orders Goods or services from SUPPLIER;

...CLIENT	SUPPLIER