

For Canadian Purchase Orders (Revised: May 13, 2021)

These Terms and Conditions (the “**Terms**”) govern all purchase orders submitted for the purchase of products or retention of services by Organon Canada Inc. or any other Canadian affiliate of Organon & Co. Inc. (the specific entity issuing such Purchase Order is herein called “**Organon Canada**”) to a supplier of products or services (a “**Supplier**”) in Canada (a “**Purchase Order**”).

1. **ACCEPTANCE:** Any Purchase Order issued by Organon Canada under these terms and conditions shall (together with such terms and conditions) become a binding contract when accepted by acknowledgment of Supplier or commencement of performance by Supplier within the time frame therefor set forth in said Purchase Order.

2. **OTHER TERMS AND CONDITIONS:** Any different or additional terms or conditions in any Supplier quotation, acknowledgment, commencement, or invoice shall constitute a counteroffer and no contract shall exist unless accepted in writing by Organon Canada. Notwithstanding the foregoing, if Supplier has commenced performance prior to Organon Canada’s written acceptance aforesaid, then said different or additional terms shall be deemed null and void and these terms and conditions shall prevail. Neither Organon Canada’s acceptance of goods or services nor payment shall be deemed or construed as acceptance of any such additional or different terms and conditions.

3. **AMENDMENTS:** Organon Canada may, from time to time, change or supplement these terms and conditions upon written notice to Supplier. Continuance of performance by Supplier after receipt of such written notice shall constitute acceptance of the modifications or supplements to these terms and conditions.

4. **CHANGES TO PURCHASE ORDERS:** Organon Canada may, at any time, direct in writing additions, deletions, or changes to all or any part of the scope of the Purchase Order, and Supplier agrees to perform such work as changed. If any such change causes an increase in the cost of or in the delay required to perform such work, Supplier shall submit a detailed quotation substantiating any additional cost or delay before implementing the change. Any additional cost or delay shall be pre-approved in writing by Organon Canada, and the Purchase Order shall be modified in writing accordingly.

5. **QUALITY:** All goods are subject to Organon Canada’s approval notwithstanding prior inspection or payment and, if not satisfactory or in accordance with specifications, may, at Organon Canada’s sole option, be returned to Supplier at Supplier’s expense for transportation both ways or the amounts paid therefor by Organon Canada promptly refunded to Organon Canada.

All services are subject to Organon Canada’s approval, notwithstanding prior inspection or payment and, if not satisfactory or in accordance with specifications, shall, at Organon Canada’s sole option, be reperformed at Supplier’s expense or the amounts paid therefor by Organon Canada promptly refunded to Organon Canada.

Supplier warrants that the goods sold pursuant to any Purchase Order (including without limitation any goods provided in connection with services) are sold with legal warranty, conform to all Supplier drawings, specifications, samples and other written descriptions furnished to Organon Canada, are new, unused and under all applicable manufacturers’ warranties unless otherwise specified in the Purchase Order, are fit for the particular or intended purpose(s) for which they are manufactured or supplied, and are merchantable, of highest quality and workmanship and free from defects. Supplier shall promptly repair or replace, at no cost to Organon Canada, any part of the goods Organon Canada finds to be defective at any time within one (1) year of acceptance of the Purchase Order. In addition to the foregoing warranties, Supplier shall pass to Organon Canada any and all manufacturers’ warranties.

Supplier warrants that the services pursuant to any Purchase Order shall be performed in a professional workmanlike manner, in conformity with standard practices and all applicable laws, rules and regulations, and shall be fit for the purpose(s) represented by Supplier and of highest quality and workmanship.

If Organon Canada chooses to accept defective or nonconforming goods and/or services, Organon Canada may do so. In such event, the price set forth in the relevant Purchase Order shall be reduced by the difference between (1) the value as set forth in the relevant Purchase Order and (2) the value of the goods and/or services (as appropriate) as accepted, as reasonably determined by Organon Canada.

6. **DATA INTEGRITY:** Any documentation or data relevant to activities performed by Supplier, including without limitation any GMP documentation, must be attributable, original, accurate, legible, complete, controlled, retrievable, and safe from intentional or unintentional manipulation or loss. These requirements apply throughout the retention period of such data or documentation.

7. **PRICE:** Unless otherwise expressly specified in the Purchase Order, the prices set forth in any Purchase Order include all packaging, transportation costs to the delivery location, insurance, customs duties and fees. Prices shall not be increased without Organon Canada's prior written consent. If a price is not stated for any goods and/or services in any Purchase Order, Supplier shall invoice such goods and/or services at the lower of (a) the list price at the time of the Purchase Order or (b) the list price at the time of delivery, in both cases, less any applicable price discounts. If, at any time during the performance of any Purchase Order, Supplier shall quote or sell, at lower net prices, similar goods or services under similar conditions and (as to goods) in similar quantities, such lower prices shall be substituted for the prices identified in said Purchase Order.

8. **TAXES:** Any Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), Provincial Sales Tax (PST), Value Added Tax (VAT) and other similar taxes, duties and charges of any kind imposed by any federal, provincial, territorial or local government entity on any amount payable by Organon Canada hereunder shall be clearly itemized as such in the relevant invoice and are not included in the price (as defined in Section 7). Organon Canada shall apply the appropriate rates and place-of-supply rules to confirm or correct such tax amounts. Supplier shall (a) provide valid applicable registration GST/HST and QST numbers to Organon Canada before performing any services or delivering any goods, (b) maintain its GST/HST and QST registration numbers during the performance of its obligations under a Purchase Order and (c) indicate such numbers on invoices. Supplier shall promptly inform Organon Canada of any change to such numbers. If no valid GST/HST and QST numbers are provided to Organon Canada in a timely manner before payment, Organon Canada will not pay any GST/HST or QST on amounts due to Supplier. Supplier shall pay when due all taxes, duties, levies, remittances, deductions at source, and assessments required by applicable law and timely file all returns and information required by applicable law in respect thereof.

All sums payable by Organon Canada hereunder shall (except to the extent required by applicable law) be paid free and clear, and without any deduction or withholding on account of any taxes imposed, levied, collected, withheld or assessed by any taxation authority. If Organon Canada is required by applicable law to make any tax deduction, withholding or payment from any amount paid or payable by Organon Canada to Supplier hereunder, then Organon Canada will (i) pay the taxes to the taxing authority and (ii) send proof of such payment to Supplier. If the Supplier is a non-resident of Canada, each party agrees to use reasonable efforts to assist the other party in claiming any legal exemptions from the respective obligation to deduct or withhold tax under double taxation treaties available under applicable tax treaties or other applicable laws, including any request for waiver that may be submitted to Canada Revenue Agency by Supplier under Regulation 105 and to Quebec Revenue Agency under Section 1016 of the Quebec Taxation Act when services are provided in the Province of Quebec, prior to the performance of the services.

9. **INVOICING AND PAYMENT:** Supplier shall issue an invoice to Organon Canada on or at any time after the completion of the delivery and only in accordance with these terms and conditions. If authorized by the Purchase Order, or if Supplier does not issue an invoice in due course, Organon Canada may generate the invoice and proceed to payment accordingly. Supplier shall notify Organon Canada of any error on an invoice generated by Organon Canada.

If Supplier is enabled to transact business with Organon Canada electronically, Supplier agrees to submit invoices in electronic form to Organon Canada's Accounts Payable organization through the Organon Canada approved electronic method. If Supplier is not so enabled, it agrees to submit invoices to Organon Canada's Accounts Payable organization at the "bill-to" address set forth on the Purchase Order.

Organon Canada shall make payment for invoices received pursuant hereto (or the undisputed portions of such invoices) within ninety (90) days from receipt of a properly prepared invoice. Where, however, other payment terms appear on the front of any Purchase Order, payment shall be made in accordance with those terms and conditions.

Without prejudice to any other right or remedy it may have, Organon Canada reserves the right to set-off at any time any amount owing to it by Supplier against any amount payable by Organon Canada to Supplier.

10. **SHIPMENT AND DELIVERY OF GOODS:** Shipment of all goods purchased pursuant hereto shall be effected as set forth in the Purchase Order in compliance with all applicable laws, rules and regulations. Unless otherwise expressly set forth in the relevant Purchase Order, Supplier shall not charge Organon Canada for insurance on shipments of goods, or for packing, crating, or drayage of goods. Supplier shall notify Organon Canada immediately of any situation that may delay or threaten to delay the timely delivery and/or performance of any Purchase Order. All or any portion of any Purchase Order may, at Organon Canada's option, be canceled without liability by Organon Canada and without prejudice to Organon Canada's other recourses if delivery is not made as or when specified in said Purchase Order and these terms and conditions.

11. **“HASSLE-FREE” RETURN/REPLACEMENT POLICY:** Any goods shipped by Supplier in excess of the quantity designated in any Purchase Order or tolerance from quantity previously agreed to in writing may be returned by Organon Canada at Supplier’s sole expense.

For goods and/or services purchased pursuant hereto with a price (as to services) or unit price (as to goods) under \$1,000, Organon Canada shall be entitled to a “hassle free” return/ replacement policy as follows: if an end user has not received the goods and/or services ordered or has deemed the goods and/or services delivered by Supplier to be unacceptable for any reason, Supplier shall immediately provide the correct goods or services upon notification, or (as to goods) at Organon Canada’s sole discretion, accept a return of the original goods shipped to Organon Canada without question.

In such latter event, restocking fees, freight charges, or any other new or additional charges will not be imposed upon Organon Canada. If replacement goods are available, they will be provided at the price set forth in the Purchase Order. The cost of any returned goods will be credited to Organon Canada, and any costs associated with the return of goods to Supplier will be borne by Supplier.

12. **FORCE MAJEURE:** Neither party shall be liable to the other for failure to perform when and as specified in these terms and conditions or in any Purchase Order if such failure to perform is caused by war, fire (outside of the reasonable control of the party claiming the force majeure), flood, strike, labor dispute, accident (outside of the reasonable control of the party claiming the force majeure), riot, act of God, act of governmental authority, or other contingencies beyond the control of the non-performing party interfering with said party’s ability to perform its obligations hereunder.

13. **ASSIGNMENT:** Supplier shall not assign, in whole or in part, to any person, firm, corporation or governmental agency, its rights, interests or obligations under any Purchase Order placed pursuant to these terms and conditions without Organon Canada’s prior written consent. Organon Canada may freely assign or transfer any of its rights, interests or obligations under this Purchase Order.

14. **RECORDS AND RIGHTS TO AUDIT:** Supplier shall maintain complete and accurate records relating to the provision of services under the Purchase Order. During the performance of the services and for a period of five (5) years thereafter or in accordance with generally accepted accounting principles, Organon Canada shall have the right to examine and audit the books and records of Supplier in order to verify 1) the accuracy of any payments required to be made under the relevant Purchase Order; and (2) compliance with the provisions of the relevant Purchase Order. Supplier shall allow Organon Canada to inspect and make copies of such books and records, at any reasonable time. Supplier shall ensure that all requirements in this Section are incorporated into all subcontracts at any tier.

15. **RIGHTS TO DATA:** All drawings, plans, specifications, and data developed or produced under the relevant Purchase Order shall be original work or Supplier and shall become the property of Organon Canada. Supplier waives and shall ensure that its employees and consultants waive all moral rights with respect to the above work products.

16. **PROPRIETARY INFORMATION:** In the course of providing goods and/or while performing services pursuant hereto and at any time subsequent, Supplier will not, without prior written approval of Organon Canada, use for itself or for others, or disclose to any third party, any confidential information, knowledge or data of or regarding Organon Canada, concerning any product, apparatus, process, formula, manufacturing method, or manner of doing business that may be used, developed, or investigated by Supplier or may come to Supplier’s attention in the course of providing the goods and/or performing the services (hereinafter individually and collectively referred to as “Information”). The obligations in this paragraph shall not apply to any information, knowledge or data already known to Supplier or that, prior to the time of disclosure, are properly in the public domain.

Supplier shall promptly notify Organon Canada of any order or request by a governmental authority for Information and shall provide reasonable assistance requested by Organon Canada in preparing and filing any request for confidentiality with such governmental authority.

If so requested by Organon Canada, Supplier further agrees to require its employees to execute nondisclosure agreements prior to providing goods and/or performing any services pursuant hereto. Supplier understands and agrees that any use or disclosure of Information in violation of these terms and conditions will cause Organon Canada irreparable harm without an adequate legal remedy and shall therefore entitle Organon Canada to injunctive relief from any court having jurisdiction.

17. **INDEMNITY:** Supplier hereby releases and shall indemnify, defend and hold harmless Organon Canada, and its subsidiaries, affiliates, and representatives and their respective directors, officers, shareholders and employees (collectively, the “Indemnitees”) from and against any and all loss, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney’s fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death of Supplier’s employees, whether arising before or after delivery of the goods or completion of the services pursuant hereto and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part, by the goods or services provided hereunder or by reason of any act, omission, fault or negligence whether active or passive of Supplier, its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of any Purchase Order.

18. **INSURANCE:** Supplier represents and warrants that it has subscribed an appropriate insurance policy to cover its liability under this agreement and will provide Organon Canada with a copy of the certificate of insurance upon request. Supplier shall notify Organon Canada in writing of any changes in the insurance coverage (including without limitation of any cancellation, non-renewal or material modifications of the policy).

19. **LAWS, REGULATIONS, AND PERMITS:** Supplier agrees that all goods provided and services performed pursuant hereto shall comply with the provisions of all applicable laws, ordinances, regulations and codes. Supplier shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations hereunder. Supplier shall comply with all export and import laws of all countries involved in the sale of the goods pursuant to this agreement or any resale of the goods by Supplier. Supplier assumes all responsibility for shipments of goods requiring any government import clearance. Supplier agrees to comply and to cause its agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Purchase Order.

20. **RELEASE AGAINST LIENS OR CLAIMS:** Supplier shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in connection with the goods or the services pursuant to these terms and conditions. Organon Canada may require Supplier to submit satisfactory evidence of all such claims and of their payment. If there is any evidence of any such unpaid claim, Organon Canada may withhold any payment until Supplier has furnished satisfactory evidence of payment and release, and Supplier shall indemnify and defend Organon Canada against any liability or loss arising from any such claim. Supplier agrees that no mechanic’s lien, legal construction hypothec, other legal hypothec or other similar security interest (“Liens”) shall be filed by it or by any subcontractor against any Organon Canada property or improvements and in any event, shall provide for the release thereof. The Supplier shall do all things necessary to permit Organon Canada to file and index, as and to the extent provided and permitted by law, an appropriate waiver of Liens in the form required by Organon Canada, in the proper venue before Supplier commences any work under this Purchase Order. Where applicable law prohibits or fails to recognize waivers of Liens, Supplier shall provide and execute a partial release of Liens, and an affidavit of payment for debts and claims, and all other properly executed waivers or releases as typically provided in the province, state or other jurisdiction where the goods are delivered and/or the services are performed.

21. **NON-EXCLUSIVITY:** The parties understand and agree that neither these terms and conditions nor any Purchase Order shall create rights or obligations of exclusivity inuring to the benefit of Supplier. Nothing in these terms and conditions or in any Purchase Order shall limit Organon Canada’s right to, at all times, purchase goods and services from other suppliers.

22. **INDEPENDENT CONTRACTOR:** Supplier is an independent contractor, and all persons employed by Supplier in connection herewith shall be its employees and not employees of Organon Canada in any respect.

23. **HEADINGS:** The headings of the provisions of these terms and conditions are inserted for convenience only and shall not constitute a part hereof.

24. **GOVERNING LAW:** These terms and conditions and any contract created by any Purchase Order placed hereunder shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein, without reference to any rules of conflict of laws. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to these terms and conditions and shall not apply to any Purchase Order issued in connection herewith.

25. **SEVERABILITY:** In the event that any provision of these terms and conditions or any Purchase Order shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of these terms and conditions or any Purchase Order either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Organon Canada or Supplier.

26. SUPPLIER EXPECTATIONS AND ORGANON CANADA'S BUSINESS PARTNER CODE OF CONDUCT: Organon Canada endeavours to hold itself and its Supplier to the highest ethical and compliance standards, including basic human rights, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. Without limiting any of Supplier's other obligations hereunder, and without conflicting with or limiting any of the warranties, obligations or other provisions expressly set forth elsewhere in this agreement, including without limitation its obligations under hereof, Supplier agrees that it will abide by the letter and spirit of Organon Canada's Code of Conduct (the "Code"), as in effect from time to time, a copy of which is available at [Office of Ethics & Compliance](#). Supplier agrees that it will provide all documentation reasonably requested by Organon Canada to demonstrate compliance with the Code. In the event of a conflict between the obligations in this Section and the Code, on the one hand, and any other provision in this agreement, on the other hand, such other provision of this agreement shall control (but only to the extent of the conflict).

Organon Canada reserves the right, in its sole discretion, to audit Supplier's operations, books and records to ensure compliance with the Code. Organon Canada will provide reasonable advance notice of such an audit, and may conduct this audit on its own or using a third-party auditor of its choosing. Supplier shall acknowledge receipt of Organon Canada's notice as promptly as practicable after receipt of such notice and will confirm the date on which the audit will occur within 14 days after receipt of such notice. Organon Canada or its third-party auditor may interview Supplier's employees as part of or in connection with the audit. This audit right shall be in addition to any other audit rights granted in this AGREEMENT.

In the event an audit identifies a non-conformance by Supplier with the Code, Supplier will promptly take corrective action to remedy the non-conformance. Organon Canada reserves the right to approve all corrective actions. Corrective actions shall be implemented by Supplier at Supplier's expense. Organon Canada will endeavor, whenever practicable, to work with Supplier to remedy the issue and put in place a corrective action plan.

In the event Supplier refuses to allow an audit, or fails or refuses to take corrective action, then in addition to any other remedy available to it under this agreement, at law or in equity, Organon Canada reserves the right to terminate this agreement in the event Supplier fails to cure such refusal or failure within 90 days after written notice from Organon Canada.

27. SUBSIDIARIES/AFFILIATES: If a subsidiary or affiliate of Organon Canada is identified in the "Ship to" address in the relevant Purchase Order, then: (1) said Purchase Order shall be and be deemed to have been placed by such subsidiary or affiliate; and (2) the references to Organon Canada in the NOTE TO SUPPLIERS REGARDING TERMS AND CONDITIONS SECTION of said Purchase Order shall be and be deemed to be references to such subsidiary or affiliate; and (c) the references to Organon Canada herein shall be and be deemed to be references to said subsidiary or affiliate; provided, however, the references to Organon Canada in Section 16 shall be and be deemed to be references to both Organon Canada and such subsidiary or affiliate.

28. NOTICES: All notices, request, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the second (2nd) day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.