



## Vita Health Products Inc. Manufacturing, Raw Materials\* & Packaging Components Vendor Compliance Guide

**You must submit the following materials to our Vendor Compliance Department before you become an approved vendor with respect to our purchase of manufacturing, raw materials and packaging components (the “Raw Materials”) from you (“Approved Vendor”):**

1. Your Certificate of Insurance
2. An executed Gifts and Gratuities Policy Acknowledgement
3. Completed Supplier Self- Assessment Questionnaire
4. Recent (within last 3 years) SMETA Audit if available
5. Signed Supplier Code of Conduct

**You should submit these materials to:**

Vendor Compliance

150 Beghin Avenue, Winnipeg, Manitoba, Canada R2J 3W2

Email [VitahealthVendorCompliance@vitahealth.ca](mailto:VitahealthVendorCompliance@vitahealth.ca)

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\* Includes powders, liquids, bulk tablets, bulk capsules, bulk caplets, blisters, bright stock and any other material used in the production of a finished product.



## Introduction

Vita Health Products Inc. operating as IVC Vita Health, (“Vita”), welcomes you as a new or current supplier. We attribute much of our success to our vendors, who provide us with the highest quality materials, dedicated services, technical innovations, and competitive pricing.

We developed this vendor compliance guide (“Guide”) to provide our Approved Vendors information about our expectations and practices with respect to our purchases of all materials used in the fabrication of our products. The following pages will provide you with our standards and requirements regarding on-time delivery, receiving, invoicing, quality assurance, environmental, social, and governance policies and practices, and other valuable information. Please note that we reserve the right to amend this Guide by posting such amendment to our website at [http://www.vitahealth.ca/vendor\\_guide.pdf](http://www.vitahealth.ca/vendor_guide.pdf), and this Guide, as amended, will be binding on you if you choose to continue doing business with us after such posting.

Your compliance with these procedures and requirements is critical to obtain and maintain your position as an Approved Vendor. We will continue to do business with only the most consistent and reliable vendors. If you need clarification, or have questions about our policies and procedures, please contact our Vendor Compliance Department at [VitahealthVendorCompliance@vitahealth.ca](mailto:VitahealthVendorCompliance@vitahealth.ca).

We have always operated with an “Open Door Policy” for our Approved Vendors. If, at any time, you feel that you are not being given a fair opportunity, or have concerns about unethical or illegal conduct within the workplace or related to company activities, please file a confidential report with our Ethics & Compliance Reporting Hotline by one of these two methods:

1. Online through our Provider’s secure website at <http://www.clearviewconnects.com/>
2. Over the phone through our dedicated toll-free number.: 1-833-853-5342

## Invoice Requirements

The following list of invoice requirements will help ensure prompt and accurate payment. If you have any questions, please contact our Accounts Payable Department at (204) 661-8386 extension 5221.

Invoices can be emailed to [accountspayable@vitahealth.ca](mailto:accountspayable@vitahealth.ca).

Please include the following on all invoices:

1. Vendor Name
2. Vendor Address
3. Vendor Telephone and Fax Number
4. Vendor Number (we will assign)
5. Vendor e-mail address
6. Payment Terms<sup>1</sup>
7. Our Purchase Order Number
8. Your Goods and Services business Tax Number
9. Invoice Date/Ship Date
10. Unit Price<sup>2</sup>
11. Quantity
12. Our Part Number
13. Vendor lot Number
14. Complete Description of the Raw Material
15. Unit of Measure
16. Remit to Address
17. A clear indication of the GST/HST rate and the amount payable for each taxable supply

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<sup>1</sup> Generally, our payment terms are 2% 15 days, Net 60 days. Alternate payment terms are subject to negotiation, but will only be binding on us if set forth in a written agreement signed by an authorized representative of Vita.

<sup>2</sup> The unit price on the invoice must not exceed the unit price listed on the Purchase Order. We will not recognize any price increase after the order date stated on our Purchase Order. All invoice prices must be stated in the agreed upon currency as Delivered Duty Paid (DDP Incoterms 2020) to the facility identified in our Purchase Order unless alternate delivery terms had been agreed to in writing beforehand.

## Inbound Shipments

To ensure proper receipt of merchandise, please comply with the following.

1. Inbound deliveries must be accompanied by a packing list with the following information:
  - a. Our Purchase Order Number
  - b. Our Part Number
  - c. Unit of Measure
  - d. Pallet Count and Quantity Breakdown
  - e. Total Quantity
  - f. Manufacturer's Name
  - g. Manufacturer's Lot Number
  - h. Distributor/Supplier Name (if different than manufacturer)
  - i. Certificate of Analysis ("C of A")
  - j. Certificate of Manufacture ("C of M"), if required
  - k. Location of data loggers (Pallet number and container number); if applicable
  - l. Data logger ID #'s contained in the shipment; if applicable
2. You must arrange advance appointments with the appropriate receiving warehouse listed on our Purchase Order when the shipment is 5 pallets or more.
3. Merchandise must be palletized by our specifications (See Delivery Policy #3.)
4. All pallets must be shrink-wrapped and strapped completely to ensure stability during transit. The load must be secure and stable. Any shipment found to be tipped over or on the trailer floor may be rejected and a surcharge may be assessed to cover re-work costs.
5. Maximum weight on a single pallet must not exceed 2,400 pounds.
6. Merchandise must not hang off the sides of the pallet.
7. You must clearly mark all drums and cartons with a warning to indicate if a desiccant or data logger is included in the container.
8. We will not accept the Raw Materials you supply to us in drums with wooden lids or covers.
9. If the Raw Materials you are delivering are chemicals subject to WHMIS 2015, a Safety Data Sheet (SDS) must accompany the initial order. A revised SDS must be sent with future orders if any changes or updates were made to the document.

**Any shipment that does not meet the above requirements will be subject to rejection. In addition, we may assess a surcharge for lost time and handling charges.**

## **Vendor Routing**

### **Collect shipments:**

If Vita is responsible for shipping costs, we will select the carrier. If available, the carrier will be specified on the purchase order, or can be obtained by contacting the buyer who issued the PO or Vita's logistics department. You can contact Vita's logistics department with any questions regarding carrier selection.

### **Prepaid shipments:**

If you are responsible for shipping costs you may select the carrier. You are responsible for determining if special freight requirements are needed (such as temperature control and humidity control) to ensure the product arrives in the appropriate condition. All destination accessorial charges, including detention and sort/segregate charges, will be your responsibility. We will return any invoice we receive for destination accessorial to the carrier with instructions to bill the shipper.

The carrier you choose must be able to provide our Purchase Order numbers for the shipment and the number of cartons per Purchase Order when booking the delivery appointment

You can reach Vita's logistics department at **204-654-6690**, Monday through Friday, from 8:00 a.m. to 4:00 p.m., Central Standard Time, excluding Canadian holidays. Alternatively, you can email the Vendor Compliance Department at [VitahealthVendorCompliance@vitahealth.ca](mailto:VitahealthVendorCompliance@vitahealth.ca).



## Vita's Delivery Policies

**We require all Approved Vendors to adhere to the following delivery policies. If you do not comply and work to correct the issues on future shipments, we will be entitled to the applicable surcharge set forth below.**

Failure to enforce fines for non-compliance with stipulated conditions does not waive the right to enforce such fines in the future, nor does it imply acceptance of substandard conditions.

### **Delivery Policy #1:**

Each shipment must be accompanied by a detailed packing list and sent to the location specified on our Purchase Order unless we provide written instructions to do otherwise. (See "[Inbound Shipments.](#)")

**Surcharge for Non-Compliance: \$100 per Shipment**

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### **Delivery Policy #2:**

Each master carton or item shipped to us must be clearly marked with the following information:

- Part Number (found on Purchase Order)
- Quantity per master case, shipper, or carton
- Manufacturer's Lot Number
- Material storage conditions
- When reasonably practicable, the original container labels as applied by the manufacturer should remain on the containers.

**Surcharge for Non-Compliance: \$100 per Shipment. Containers without identifiable markings will not be received and invoices will be short paid to match what was received.**

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### **Delivery Policy #3:**

Deliveries on pallets must meet the specifications below:

- Wood pallets must be ISPM 15 certified and stamped. We will only accept Heat Treated 4-way pallets with dimensions of 40" x 48". Pallets must be clean Grade A (New or like new) and be free from any defects or structural damage.
- No broken or damaged pallets (receipt of either will be subject to the surcharge stated below).
- No contaminated pallets (that is, no pallets that have been exposed to unsanitary conditions) and no chemically treated pallets (Example: 2,4,6-tribromophenol (TBP), 2,4,6 trichlorophenol (TCP), or Methylbromide).
- Unless we have agreed in writing to varying these requirements, total pallet height maximums for all facilities must not exceed the following:
  - Total pallet height (Pallet and Product) for Bulk (Softgels, Tablets & Hardshell Capsules) - 46"
  - Total pallet height (Pallet and Product) for Caps and Bottles - 76"
  - Total pallet height (Pallet and Product) for Corrugated - 40"

- Total pallet height (Pallet and Product) for Raw Materials - 48”
  - Drums must not have wooden lids/covers.
  - Maximum weight on a single pallet must not exceed 2,400 pounds.
  - You must clearly mark all drums and cartons with a warning to indicate if a desiccant or data logger is included in the container.
  - Product must not hang off the sides of pallets.
  - Bagged products must be adequately protected from punctures with corrugate or another protective barrier.
  - Pallets must not be double stacked without our prior written approval. Pallets must be marked with signage indicating “do not double stack” to prevent errors in transit.
  - Pallet labels will include the following information:
    - Supplier Name
    - Purchase Order Number
    - Our Part Number
    - Product Description
    - Expiration Date
    - Manufacturer's Lot Numbers

**Surcharge for Non-Compliance: \$50 per Pallet. Deliveries found to be on chemically treated pallets will be refused.**

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#### **Delivery Policy #4:**

If, for any reason, you expect a shipment against our Purchase Order to arrive outside the expected delivery date window (-10 days to +5 days from the delivery date specified on the Purchase Order), you must inform our Purchasing Department and the buyer identified on the Purchase Order (the “Buyer”) by phone or email.

If you have any questions about any terms or conditions on our Purchase Order, such as price, freight or payment terms, you must first advise our Purchasing Department and the Buyer about the issue by phone, and then note the issue on the Purchase Order and return the Purchase Order by e-mail within 48 hours of receiving the PO. We will return a Purchase Order, revised to reflect any changes we approve, to you by e-mail. Generally, the Purchase Order number will not change. It is your responsibility to follow up with the Buyer to be sure you receive the revised Purchase Order.

If this policy is not followed, deliveries made under our Purchase Order constitute acceptance of all terms, dates, prices and quantities as stated on the original Purchase Order.

**Surcharge for Non-Compliance: 5% of Product/Material Invoice Amount**

**NOTE:** We reserve the right to cancel any purchase order that is more than 30 days late from the agreed upon due date, unless we approve this delay in writing. We will extend payment terms on any products delivered earlier than the allowable threshold by the equivalent number of days.

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#### **Delivery Policy #5:**



Raw materials should not be delivered in split or partial shipments (no backorders). Please make arrangements with the delivering carrier to make sure that we receive all items shipped against open Purchase Orders on the same business day. All shipments should consist of a single lot or multiple complete lots to minimize our internal testing requirements.

Multiple lots should not be mixed on the same pallet. If there is a business need to have mixed lots on a single pallet (Freight efficiencies) there needs to be clear separation between the lots and signage to indicate the pallet contains multiple lot numbers.

API and OTC products need to be shipped in a manner that ensures recommended storage conditions for the product/material (Temperature and Humidity) are maintained until delivery.

**Surcharge for Non-Compliance: 10% of Total Purchase Order Value**

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**Delivery Policy #6:**

Each shipment is subject to count and recount and must match against the packing list. We will not surcharge for shortages. However, we will not pay for products that we do not physically receive. We will communicate shortage information to you and we will pay invoices short. At our option, we may return unauthorized over shipments at your expense or we may retain the over shipments at no additional cost to us.

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Price Increases Must Be Communicated To Our Buyer In Writing 90 Days In Advance.

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**In addition to the surcharges above, failure to comply with any of the above policies may lead to one or more of the following actions:**

- Refusal of shipment and cancellation of Purchase Order
- Revocation of Approved Vendor status
- Non-Payment of Invoice

If you need clarification, or have questions about our policies and procedures, please contact your current purchasing department contact or email [VitahealthVendorCompliance@vitahealth.ca](mailto:VitahealthVendorCompliance@vitahealth.ca) and the appropriate person will get back to you.

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## Quality Assurance Policies

**Note: Where an executed and effective Quality Agreement exists between your firm and IVC Vita Health, and a discrepancy exists between this guide and the Quality Agreement, the Quality Agreement will prevail.**

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### **Quality Assurance Policy #1: Inspection**

We do not accept any Raw Materials or Packaging Components until they have passed our vendor certification procedures.<sup>3</sup> Inspections may include sampling and inspection of the Raw Material or Packaging Component for any visual observable defects or contamination and verification of the chemical, physical, or microbiological properties required by our specification and the information included in the C of A.

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### **Quality Assurance Policy #2: Specifications**

We may revise our specifications for future deliveries of Raw Materials. Our purchasing group will send you any specification revisions, to which you must strictly adhere. You must verify the Raw Materials you provide to us conform to our current specifications. We will not accept Raw Materials that do not conform to our current specifications.

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### **Quality Assurance Policy #3: Certificates of Analysis for Raw Materials**

You must provide a C of A for all Raw Materials. The C of A must be delivered with the Raw Materials shipment or emailed to us concurrently with or before the delivery of the Raw Materials. You must confirm receipt of any C of A emailed to us. Any C of A arriving later than the day of the Raw Material delivery may result in fines or loss of your Approved Vendor status, at our discretion. Emails must be sent to the attention of the Materials Management Department at the designated plant for delivery.

C of A's must contain the following information relating to the Raw Materials: (i) Manufacturers name (and name of any contract lab used) part number, lot number, address, (ii) the expiration or retest date, (iii) manufacturing date, (iv) relevant technical data (Description of test/assay, test method reference and specifications), and (v) numerical, analytical, chemical, microbiological results and any other supporting documents as required by our specifications, (vi) Establishment license number.

The C of A must be signed and dated by one of your Quality officers. The name and title of the Quality officer must be printed on the C of A.

Manufacturers of bulk product must also provide a Certificate of Manufacture with every batch, as an alternative to providing full batch documentation, provided that full batch documentation is made available on request in a timely manner.

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<sup>3</sup> In accordance to Health Canada's Good manufacturing practices guide for drug products (GUI-0001) and Natural and Non-prescription Health Products Directorate (NNHPD) Good Manufacturing Practices Guidance Document

**Surcharge for Non-Compliance: \$500 per delivery**

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**Quality Assurance Policy #4: Certificate of Compliance for Packaging Components**

You must provide a Certificate of Compliance (“C of C”) for all Packaging Components. The C of C must be delivered with the Packaging Components shipment or emailed to us concurrently with or before the delivery of the components. You must confirm receipt of any C of C emailed to us. Any C of C arriving later than the day of the component delivery may result in fines or loss of your Approved Vendor status, at our discretion. Emails must be sent to the attention of the Materials Management at the designated plant for delivery.

C of C's must contain the following information relating to the packaging components:(i) supplier name, part number and lot number (and manufacturer's name, address, part number and lot number if supplier is not the manufacturer), (ii) component description, (iii) manufacturing dates, (iv) relevant technical data, and (v) statement assuring that the item was manufactured under Health Canada GMPs.

The C of C must be signed and dated by one of your officers. The name and title of the officer must be printed on the C of C.

**Surcharge for Non-Compliance: \$500 per delivery**

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**Quality Assurance Policy #5: Change Notification**

You must notify us in writing of any fundamental changes that are made outside the normal variation of the manufacturing process or raw material supply. Additionally, you must notify us in writing, any planned changes in the manufacturing process, facilities or equipment, especially as defined within any agreed upon Quality Agreement.

**Quality Assurance Policy #6: Corrective/Preventive Action**

We expect all our Approved Vendors to comply with good manufacturing practices and to strive for continuous improvement. We will send you a notice requesting prompt corrective or preventative action when we reject Raw Materials or Packaging Components or when you repeatedly disregard the terms of this Guide.

You must respond to our corrective or preventive action request promptly, and in no event later than your next delivery of Raw Materials or Packaging Components to us. Failure to respond will jeopardize your future business relationship with us.

Your response to our corrective or preventative action request must completely address the issues presented in the notice. Your response must delineate an action plan to prevent future recurrence of the problem. We will carefully evaluate the response for adequacy, potential changes to our processes and products, and completeness of the resolution.

All corrective or preventative actions plans may require approval by our Quality Department before implementation to determine if the plan has the potential to alter the chemical or physical nature of our



products. We expect you to self-evaluate all corrective or preventative action plans to ensure that future Raw Material or Packaging Components deliveries fully comply with our specifications and this Guide. We may request evidence of such self-evaluation at any time or we may choose to audit your facilities.

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#### **Quality Assurance Policy #7: Good Manufacturing Practices**

Upon our request, you will submit to our Good Manufacturing Practices audits.

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#### **Quality Assurance Policy #8: Additional Requirements**

When required by the Purchase Order, or our specifications, you must provide us with documents evidencing compliance with European Union regulations and directives, or compliance with laws of Kashrut (Kosher) or Halal, concurrently with or before the delivery of the Raw Materials or Packaging Components.

Deliveries of Raw Materials must have a minimum of one year remaining stability in order to be accepted by Vita. The only exception to this rule is Raw Materials that have only a one year expiry date to start with, which must have a minimum of six months remaining stability in order to be accepted by Vita.

Purchased bulks must be shipped to Vita within two months from the date of manufacture, unless otherwise agreed upon by both parties.

If you need clarification, or have questions about our quality assurance policies, please contact our Quality Assurance Department at (204) 654-5439 VitahealthVendorCompliance@vitahealth.ca. We appreciate your cooperation.

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## **Environmental & Social Governance (ESG)**

### **ESG Policy #1 Responsible Supply Chain Policy**

We expect all our suppliers to operate in alignment with our Responsible Supply Chain Policy as outlined in our Supplier Code of Conduct. Meeting this expectation is an essential cornerstone of conducting business with IVC Vita Health. We will seek assurance that this vision is supported by all suppliers through our Corporate and Social Responsibility auditing program.

We will require a Supplier Self-Assessment Questionnaire executed by you confirming information about your business and operating principles. Alternatively, you may supply a recent (within last 2 years) SMETA Audit conducted by an authorized contractor.

If a suitable audit has not been provided by you, we reserve the right to schedule a SMETA audit at your cost, to evaluate working conditions and environmental performance within your business and your supply chain.

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### **ESG Policy #2 Environmental Policy**

IVC Vita Health is firmly committed to minimizing the impact of our activities on the environment and expects our vendors to adopt the same commitment. Preference will be given to purchasing products and services from suppliers who strive to improve their environmental performance. As a vendor, you are expected to:

- Comply with all applicable environmental, health, and safety laws, regulations, and other requirements.
  - Continually improve your environmental performance.
  - Develop and maintain environmental management programs with objectives and targets to minimize adverse environmental impacts.
  - Implement effective pollution prevention and waste minimization programs to reduce, reuse, and recycle materials.
  - Ensure that energy and water are used responsibly and conserved through innovative practices and procedures.
  - Provide staff with the knowledge and tools needed to meet the goals of your environmental policy and to actively participate in efforts to prevent negative environmental impacts.
  - Measure progress toward your environmental goals.
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## **Purchasing Policy**

We greatly value our partnerships with our Approved Vendors and strive to maintain and improve these relationships through best-in-class business practices and ethical standards. We are committed to conducting all aspects of our business affairs with the highest degree of professionalism, integrity and honesty. To this end, we have established guidelines for our employees, consultants and partners with purchasing responsibilities.

All purchasing agents are expected to make buying decisions, without prejudice, for Vita's overall benefit. We pride ourselves on a culture of strong business analytics, and purchasing decisions will be made on the basis of how our needs are best served. We regularly review purchasing requirements, including cost, and evaluate their competitiveness.

We hold all our purchasing agents to the highest professional standards, and require that they conduct business in a professional and honest fashion. When working with our purchasing agents, our Approved Vendors can expect the following.

### **Confidentiality:**

- We will treat all pricing, product specifications, strategic planning and proprietary information as confidential, and will not discuss this information with anyone other than authorized employees.

### **Appointments:**

- Our purchasing agents make every effort to be prompt and available at the scheduled time and location.
- We are sensitive to the time and expense that is involved with business travel, and, if the purchasing agent you are scheduled to meet is unavailable for any reason, we will try to notify you at least 36 hours before the scheduled meeting time.
- If we are unable to provide prior notice, another authorized purchaser, with buying authority, will attend the scheduled meeting, but you may request a new meeting with the original purchaser at a later date, if you prefer.

### **Ethics:**

- We hold all employees to the highest standards of ethics and performance. All transactions with existing or prospective suppliers and vendors will be conducted in an honest and professional manner.
- We pride ourselves on prompt and accurate payment of all agreed upon invoices. Should you have a concern or question about payment, you should contact your authorized purchasing agent immediately. You can expect a prompt response to your communications.
- The Gifts and Gratuities policy that all our purchasing agents are subject to is set forth in this Guide.

If you learn of any violation of this policy, please report it to our Human Resources Department by contacting (204)-654-5484 or by emailing [vitahumanresources@vitahealth.ca](mailto:vitahumanresources@vitahealth.ca).

## Standard Terms and Conditions

1. Complete Agreement. This Guide, together with the Purchase Order, constitutes the entire agreement between you and us, with respect to the Raw Materials described on the applicable Purchase Order. No terms or conditions of sale set forth in your quotation, order, invoice, or sales acknowledgment, or in any other document or conversation constitute any part of the agreement between you and us concerning our purchase unless we expressly agree to those terms in a writing signed by an officer or director of Vita. This Guide governs all past and future transactions between you and us, unless we provide additional or different terms and conditions, in which event those additional terms and conditions will govern if you choose to sell us goods or services after the effectiveness of such terms. Your proceeding in any way with the transactions or deliveries contemplated by the Purchase Order, including acknowledging and accepting an order, or your partial or complete delivery of goods to us, constitutes your acceptance of these terms and conditions.
2. Payments; Set-Off. Upon submission of proper invoices in accordance with this Guide, we will pay the prices specified in the Purchase Order for goods delivered and accepted. We will not allow any additional fees or charges of any kind, including charges for boxing, packing or crating, unless we specifically agree to these fees in writing in advance. We will pay invoices under our standard payment terms after the later of (x) the date we accept the goods, and (y) the date we receive a proper invoice for the goods in question, unless otherwise provided in the Purchase Order. We have the right (but not the obligation) to set off our claims (liquidated or unliquidated) against payments you claim we owe you or anyone else under the Purchase Order, whether or not the claims arise from the Purchase Order. You represent and warrant to us that no sales tax or use tax is included in the selling price, and, to the extent applicable, you will charge tax as a separate line item and cooperate with us to obtain available tax exemptions. Except as provided above, you further represent that the price in the Purchase Order includes all foreign, federal, state and local taxes. We will not incur interest or late charges on payments for shipments that are subject to dispute.
3. Delivery, Inspection and Quality Control.
  - a. Deliveries. All deliveries will be in accordance with the Purchase Order and this Guide. Prices in the Purchase Order are Delivery Duty Paid to our facility identified on our Purchase Order. You are responsible for all fees associated with the delivery of Raw Materials covered by the Purchase Order, including all charges for packing, transportation and insurance, unless we otherwise expressly agree in a writing signed by an officer or director of Vita. All boxing, packing and crating of Raw Materials will be in accordance with the Purchase Order and this Guide. Time is of the essence for delivery of Raw Materials covered by the Purchase Order. Delivery dates shown on the Purchase Order are dates that the Raw Materials must be delivered to our designated plant, unless we otherwise expressly agree in writing. Every case or package must be carefully packed and packaged in accordance with this Guide. Any damage or loss caused by your failure to pack or package properly or otherwise comply with this Guide will be charged against your account in accordance with this Guide.
  - b. Inspection and Quality Control. We, or our agents, may inspect all facilities manufacturing the Raw Materials during the manufacturing process. We, or our agents, will conduct a final inspection and accept or reject Raw Materials at our facility designated for delivery, notwithstanding any prior payment, inspection or acceptance. You, or a third party engaged on your behalf, as well as any lower-tier suppliers, will conduct your own quality control inspections and testing on the Raw Materials in accordance with the highest industry standards. You will provide us with the results of any such inspections or tests before delivery of the Raw Materials. In addition, if you engage a third party to inspect or test such Raw Material, or such inspection is performed by a lower-tier supplier, you will confirm that such third party, or such supplier,

- maintains all reasonable facilities and a quality control systems for such testing and inspection in accordance with the highest industry standards and satisfactory to us.
- c. No Liability. We are not responsible for any liabilities you incur in connection with Raw Materials you manufacture to designs we do not provide or by a process or method unless we specifically direct its use.
4. Rejected Raw Materials. We may reject, and hold at your expense, all Raw Materials that (i) fail our inspection, (ii) do not conform to the Purchase Order, (iii) do not conform to our specifications, or (iv) do not conform to the terms of this Guide. Without limiting any of our other rights, we, in our sole discretion, may: (x) require you to replace, at your expense, any rejected Raw Material; or (y) require you to refund the price of any rejected Raw Material. You may not retender rejected Raw Material unless you notify us, in advance, of such past rejection and we consent in writing to such retender. The inspection and testing by us or our customers or agents of any items or lots thereof does not relieve you from any liability arising from any failure to conform with the requirements of the Purchase Order or this Guide.
  5. Advance Manufacturing or Procurement. You will not, without our prior written consent, manufacture Raw Materials or procure materials for the purpose of manufacturing Raw Materials in advance of your normal flow time or deliver in advance of schedule. We may return Raw Materials that are shipped to us later than, or substantially in advance of, scheduled delivery dates, at your expenses and risk of loss. You will not be liable for delays in delivery due to acts of God, floods, fire, war, riot, strikes or damage in transit beyond your reasonable control as long as you exercise due care in the delivery of the Raw Materials (each an “Excused Delay”). In the event of an Excused Delay, at our option, we may: (i) terminate the Purchase Order without liability to you, or (ii) agree in writing to a revised delivery schedule. Except in the case of Excused Delays, if we accept a delivery of Raw Materials after the date of delivery set forth in the Purchase Order, we may direct you to make shipment of such Raw Materials to the delivery point set forth in the Purchase Order by the most expeditious means. The additional cost of such expedited shipping and handling will be borne by you. Acceptance of late deliveries will not be deemed a waiver of any of our rights to hold you liable for any loss or damages resulting from such delay, nor will it modify any of your other obligations to make future deliveries in accordance with the delivery schedule set forth in the Purchase Order.
  6. Representations and Warranties. You hereby make the following representations and warranties with respect to the Raw Materials you deliver to us, which representations and warranties will be deemed to be repeated and confirmed upon the creation of any new Purchase Order and the delivery of Raw Materials pursuant thereto.
    - a. The price of the Raw Materials is your lowest price in effect as of the Purchase Order date for comparable quantities of similar items under similar circumstances. If either you or we discover at any time that the price violates this Section 6, you will, within 30 days thereafter, pay to us in cash or credit us, at our option, an amount equal to such difference.
    - b. The Raw Materials conform to any specifications contained in the corresponding Purchase Order and to any samples, specifications and descriptions incorporated therein, as described in all marketing and advertising materials provided to us, and as made or referred to in the negotiation or solicitation of the Purchase Order and are free from defect in design, material and workmanship.
    - c. If you are responsible for the design or formulation of the Raw Materials, you represent that the Raw Materials are fit and sufficient for our intended purposes. Our approval of designs or formulations furnished by you will not relieve you of your obligations under this warranty.
    - d. The warranties set forth herein will inure to us and our customers and will be in effect as to each item of Raw Materials furnished for twenty-four months after we accept such item, or for such

- longer period of time as may be specified in your standard warranty or any other warranty, whether express or implied, provided by law.
- e. The Raw Materials are free and clear of any security interest or other lien or encumbrance or adverse claim of any kind.
  - f. You have good title to the Raw Materials, the transfer of which to us is rightful.
  - g. The Raw Materials comply as to prices, terms of sales and promotional discounts and allowances with the Competition Act (Canada) and all other trade regulation laws and the rules and regulations issued thereunder.
  - h. The Raw Materials were produced or provided in compliance with all applicable labour standards.
  - i. The Raw Materials were produced or provided in full compliance with all applicable occupational safety and health statutes and the regulations and orders under such statutes, in each case as in the effect at the time the goods are shipped to us.
  - j. The Raw Materials comply with the laws of Canada and each political subdivision thereof governing weights, measures and sizes, none of such food or drugs are adulterated or misbranded within the meaning of the Food and Drugs Act (Canada) (as the same may be amended from time to time) (the “Act”), or within the meaning of any applicable federal, provincial or municipal law within which the definitions of adulteration or misbranding are substantially the same as those contained in the Act and are not controlled substances within the meaning of the Narcotic Control Act (Canada).
  - k. All Raw Materials comply with all foreign, federal, provincial and local laws, rulings, regulations, acts and orders, all import laws and regulations of Canada or any political subdivision thereof and all export laws or regulations of any foreign government or any political subdivision thereof (as the same may be amended from time to time) or any successor thereto, in each case as in effect at the time such goods are shipped to us.
  - l. Neither the sale or use of any Raw Materials that were manufactured to designs we did not provide, nor the use of such process or method we did not specifically direct, infringes upon any intellectual property rights, including all Canadian and foreign patents, copyrights, trademarks, trade names or any proprietary interest granted or recognized by Canada or any other foreign government, the statutes or the common law of Canada, any political subdivision thereof or any foreign jurisdiction.
  - m. The packaging, labeling, and shipping of all containers of hazardous substances and goods constituting a potential health, poison, fire or explosion hazard conform with all applicable foreign, federal and state laws and regulations in effect at the time such goods are shipped to us.
  - n. The Raw Materials are merchantable by us, wholesome and fit for human consumption and free of defect and contamination.
  - o. The Raw Materials have been and may be legally transported and sold under the provisions of any applicable federal, state, provincial or municipal law.
  - p. The Raw Materials have been exposed to only those chemicals or sprays approved by federal, state, provincial and municipal authorities, and any residue in excess of the amount allowed by any such authorities has been removed therefrom.
7. Changes. At any time, by written notice from our authorized representative, and without notice to sureties or assignees, we may change the general scope of the Purchase Order in any one or more of the following categories: (i) specifications or descriptions, (ii) method of shipping or packing, (iii) place of inspection, delivery or acceptance, and (iv) delivery schedule. If any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Purchase Order, either you or we may request an equitable adjustment in the price, delivery schedule or both within 30 days from the date of that change. The request for adjustment must be accompanied by an estimate of charges for redundant material, work in process, or both. We will have



the right to prescribe the manner of disposition of such redundant material. Nothing contained in this section will relieve you from proceeding without delay in filling the Purchase Order as changed within the general scope of the Purchase Order.

You will give us at least 60 days' prior written notice of all label, insert and other packaging changes, claim changes and addition of claims. Your failure to provide the prior written notice required in the immediately preceding sentence is a material breach of this Guide, and we will have the right to immediately terminate your Approved Vendor status. We reserve the right not to purchase or sell any Raw Materials after we receive a notification required under this Section 7.

8. Assignment and Subcontracting. You may not delegate or assign the Purchase Order nor any duty or right thereunder (including the right to receive monies) without our prior written consent, which we may withhold in our sole discretion. Notwithstanding the foregoing, claims for monies due or to become due under this Purchase Order may be assigned by you to a bank, trust company or other financing institution, including any federal or provincial lending agency, without our prior written consent. You must furnish us with two signed copies of any such assignment. Payment to an assignee of any such claim will be subject to setoff or recoupment for any present or future claims we may have against you, or adjustments in price under the terms of the Purchase Order notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee. You will not subcontract the Purchase Order, any portion thereof, or any of your obligations under this Guide, without our prior written consent.
9. Cancellations and Terminations. We may terminate a Purchase Order, verbally or in writing, with or without cause, in whole or part, at any time, upon notice to you, except for Raw Materials already delivered and accepted.
10. Use of Property and Data.
  - a. All information we supply to you in connection with the purchase of the Raw Material, including pricing, and all proprietary rights embodied therein, are and will remain our property. You may not use this information for any purpose other than performing your obligations to us. You will not disclose any such information to any Person, including your suppliers, without our prior written consent. If you are required to furnish information to your suppliers for procurement of supplies necessary to the manufacture or delivery of the Raw Materials, you will insert the substance of this provision in your order to your supplier. You agree to return to us all information we supply to you upon request. You will not issue any news release, public announcement, denial or confirmation relating to us or our Purchase Order without our prior written approval that we may withhold in our sole discretion.
  - b. You will furnish all dies, tools, jigs, patterns, equipment, material, and other items specifically developed for and used in the manufacturing of the Raw Materials covered by the Purchase Order (the "Special Tooling"). You will keep all Special Tooling in good condition and in compliance with all local, state, provincial, federal and foreign rules, laws and regulations. You will replace all Special Tooling when necessary, without expense to us. If any portion of the cost of Special Tooling is included in the price of the Raw Materials, at our election, we will be entitled to become the owner and take possession of any or all of such Special Tooling or direct the disposal of such Special Tooling. In that event, we will reimburse you for the unpaid amount of your cost of the Special Tooling, if the price stated on the Purchase Order includes separately the cost of any Special Tooling.
  - c. You will be liable for any loss or destruction or damage to any tooling, article, material or other property furnished to you by us in connection with this Purchase Order. You will be responsible for returning any such tooling, article, material or other property in as good condition as when

you received it, except for reasonable wear and tear. Such property will be plainly marked to show that it is our property and will be safely stored apart from all other property. All such tooling, articles, materials or other property will remain our property, unless otherwise expressly provided in writing.

11. Indemnification. You agree to indemnify us and, our employees, affiliates, shareholders, officers, directors, customers, agents and attorneys (collectively, the “Vita Indemnified Parties”) and hold each Vita Indemnified Party harmless against any loss, cost, damage, expenses or liability paid or incurred by such Vita Indemnified Parties (including all costs of defense and attorneys' fees and other professional fees and including all investigative costs and all indirect and consequential damages) arising from or relating to, directly or indirectly, any of the following: (i) your breach of this Guide or the Purchase Order; (ii) claims for injuries or other damage arising from the Raw Materials covered by the Purchase Order, notwithstanding any actual or alleged defect or hazard inherent in the goods or negligence of any Vita Indemnified Parties; (iii) any recall, inspection, testing, replacement or correction of the Raw Materials covered by the Purchase Order or goods in which such Raw Material are incorporated, whether required by governmental authority or otherwise, (iv) the violation of any law, regulation, rule, order or restriction of any foreign or domestic governmental authority resulting from or incident to the sale or delivery of the Raw Materials covered by the Purchase Order or goods in which such Raw Material are incorporated; (v) claims by any of your subcontractors or suppliers, (vi) your breach of the representations and warranties contained in the Purchase Order or this Guide; (vii) any product liability (including bodily injury and property damage), quality control issues, false advertising claims or any claims regarding efficacy or effectiveness, directly or indirectly, relating to the Raw Materials; or (viii) your infringement of any patents, copyrights, trademarks, trade names, trade dress or any other intellectual property rights of a third party relating to the Raw Materials. We will notify you of any claim against any Vita Indemnified Party, if that party intends to seek indemnification from you. We will control the defense and related settlement negotiations relating to any such claim. You will cooperate with us in the preparation of such defense and negotiations.
12. Intellectual Property Rights.
  - a. If the Purchase Order provides for payment for any research or development work, any data, patents, patentable information or other intellectual property arising out of the work called for by the Purchase Order or related thereto or done with the understanding that the Purchase Order would be awarded will be deemed a “work made for hire” for the sole and exclusive benefit of Vita and will be our property. You represent and warrant that the price for the Raw Materials includes such intellectual property and has not been, and will not be, increased as a result of this provision.
  - b. You will not furnish any exclusive Raw Materials made according to our own formulation or specifications to any other Person without our prior written consent, which we may withhold in our sole discretion. Where the Raw Materials are formulated to our formulation or specification, we own all of the intellectual property arising out of such formulation or specification.
  - c. You hereby grant Vita a non-exclusive perpetual royalty free license to use trademarks, copyright materials and patents associated with all advertising, marketing and other materials associated with any goods or services that include Raw Materials purchased from you.
13. Relationship. Your relationship to us is that of an independent contractor. You agree that neither you nor any other persons furnishing material or performing services required by the Purchase Order are employees of Vita. You hereby acknowledge and agree that we may sell, advertise and distribute the Raw Materials by all means of distribution (including via direct marketing, network marketing, retail sales, internet and catalog), in each case without identifying you as the provider of such materials.

14. International Shipments. If you are shipping Raw Materials to us from outside Canada, you must be the importer of record for the purpose of all regulatory requirements of Canada Revenue Agency or any other Canadian governmental authority having jurisdiction over Canadian imports. If you are unable to comply with this requirement, please contact our Vendor Compliance Department immediately. Our record retention policy requires that all suppliers maintain records relating to such international transactions for a period of one year past expiry date of the relevant Raw Materials or five years, whichever is greater.
15. Waiver; Severability. Our failure to insist on strict performance of any of the terms of the Purchase Order or this Guide, or to exercise any rights conferred, will not be construed as a waiver of our rights to assert or rely on any such terms or rights on any future occasion. Our rights and remedies under this Guide are not exclusive, but in addition to any other rights or remedies provided by equity, law or under the Purchase Order. If any term or provision of this Guide, or any Purchase Order, is held invalid or unenforceable, the remainder of this Guide and such Purchase Order, and any other application of such term or provision, will not be affected thereby.
16. Disputes and Remedies; Governing Law and Venue. The Purchase Order, this Guide and the transactions contemplated hereby and thereby will be governed by the laws of the Province of Manitoba and the federal laws of Canada applicable in that province, without regard to its principles of conflicts of law, and all legal proceedings with respect thereto must be commenced in the courts of the Province of Manitoba in Winnipeg, Manitoba. In any legal proceeding, we are entitled to recovery of reasonable attorney's fees and expenses. In addition to the provisions set forth in this Guide, the provisions of the Consumer Protection Act (Manitoba) (as amended from time to time), and all warranties, express or implied, included therein and any other applicable law or regulation, will apply to this Guide and the Raw Materials covered by the Purchase Order furnished by you.
17. Labor Disputes. You must immediately give us written notice of and relevant information relating to any actual or potential labor dispute that may delay or threatens to delay performance hereunder. You agree to include this Section 17 in all subcontracts issued in connection with your performance hereunder.
18. Construction. Unless the context of this Guide otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the term "hereof," "herein," "hereby" and similar or derivative words refer to this entire Guide; (iv) the term "paragraph" or "section" refers to the specified paragraph or section of this Guide; (v) the term "Exhibit" refers to the exhibits to this Guide; (vi) this Guide will be deemed to have been drafted by the parties equally; (vii) the word "or" will be deemed to include both its disjunctive and its conjunctive meaning; (viii) the term "including" and similar or derivative words will be deemed to be followed by the words "without limitation;" and (ix) the word "Person" means any natural person, corporation, limited liability company, partnership, joint venture, association, company, trust, bank or similar financial institution, other entity, government, agency, and political subdivision of a government. Whenever this Guide refers to a number of days, that number will refer to calendar days unless business days are specified. As used herein, (a) "business day" means any day other than Saturday, Sunday or any day on which banks located in Winnipeg, Manitoba are authorized or obligated to close, and (b) "affiliate" means, with respect to any person or entity, any other person or entity that controls, is controlled by, or is under common control with, such person or entity.



19. Notices. Unless otherwise noted in this Guide, all notices or other communications provided for or permitted herein will be in writing, and delivered by nationally recognized overnight courier, such as Federal Express, to the party entitled or required to receive the same, at the address first set forth in the Introduction with respect to us, such address specified in the Purchase Order with respect to you or such other address as either party may designate by written notice given pursuant to this section. All notices and other communications will be deemed given on actual delivery, or first attempted delivery if delivery is refused by the intended recipient.



**Insurance**

**We require a Certificate of Insurance for Product Liability of \$3 million from all our Approved Vendors. On the certificate of insurance, it is necessary to name Vita and its affiliates as additional insureds and loss payees in the description of operations box, along with Vita as certificate holder in the lower left hand corner.** Further, the insurance coverage will contain a provision that states there will be no cancellation, reduction, or non-renewal in coverage without first providing 30 days' prior written notice to us. We require only one properly executed certificate for Vita and its affiliates. It is important that a current certificate, along with any exclusion, if applicable, be sent to us by one of the following methods:

**You should submit these materials to:**

Vendor Compliance  
150 Beghin Avenue, Winnipeg, Manitoba, Canada R2J 3W2  
Email VitahealthVendorCompliance@vitahealth.ca

Upon our request you will obtain and maintain a general liability policy or other policies of insurance requested by us, in form satisfactory to us, insuring all property on your premises against loss or damage resulting from fire (including extended coverage), malicious mischief and vandalism. You will submit satisfactory evidence of such general liability insurance to us no later than 15 days after our request. Without limiting the foregoing undertakings, you and your subcontractors and lower-tier suppliers will maintain general liability and property damage insurance in reasonable limits covering the obligations set forth hereunder and will maintain proper Workers Compensation insurance covering all employees performing this Purchase Order in the amount required by law.

All your insurers shall be admitted carriers in the Canada or the US. All insurers shall have an A.M. Best rating of at least A- VIII or the Canadian equivalent.

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**This Procedure Is Mandatory to Remain our Approved Vendor.**

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**Gifts and Gratuities Policy Acknowledgement**

**Our Employees, regardless of their capacity, will not request or encourage for their personal benefit (or for the benefit of their friends or relatives), gifts, gratuities, trips, cash, samples, meals, of other goods or services of value, from anyone selling to, or in any way serving Vita. Approved Vendors may donate gifts for the purpose of raising funds for charities or non-profit organizations we support.**

We believe this policy supports our mission of “Competitively delivering premium OTC’s, nutritional supplements, and wellness products to improve the quality of life” and our core value of Integrity.

Gifts and gratuities include kickbacks in the form of money or merchandise, tickets or admission to sporting, entertainment or other events, any type of free goods, special discounts to our Employees, discontinued or no-longer used samples, vendor-paid trips, liquor, food products, and personal services. If any of our Employees purchases merchandise directly from you for personal use, or for the personal use of the Employee's friend or relative, you must invoice the Employee at a price not less than established wholesale prices. If you become aware of an Employee requesting goods or services for personal gain or consideration, you should report this directly to our Ethics and Compliance Hotline by one of two methods:

1. Online through our Provider’s secure website at <http://www.clearviewconnects.com/>
2. Over the phone through our dedicated toll-free number.: 1-833-853-5342

Your violation of this policy can result in your being barred from future business dealing with us. Employee violation or abuse of this policy may result in the Employee's immediate termination.

**I have read and understand the policy described above. I will be responsible to see that our company and its representatives comply with this policy regarding gifts and gratuities. I understand that violation of the policy can result in my company being barred from doing business with Vita Health Products.**

Vendor Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_