

1. DEFINITIONS AND INTERPRETATION

1.1. In this Contract the following terms shall have the following meanings:

"AMICUS" means Amicus Canada Inc. a company incorporated in **Canada**, with registered address at **Suite 1600, 1 First Canadian Place, 100 King Street West, Toronto, Ontario M5X 1G5**;

"Contract" means these terms of trade, together with the Purchase Order and the Specification Documents;

"Deliverables" means the Goods and/or Services specified in the Purchase Order to be supplied or used in performance of the Contract;

"Delivery Dates" means the dates during which the Deliverables are required to be provided or delivered as specified in the Purchase Order;

"Goods" means any item(s), including without limitation software and digital codes, to be manufactured and/or provided by the Supplier pursuant to the Contract;

"Specification Documents" means any other written specification expressly referred to in the Purchase Order which may detail the Supplier, the Deliverables, the Price, and where appropriate the Delivery Dates;

"Parties" means AMICUS and the Supplier and "Party" means one of them;

"Price" means the price payable by AMICUS to the Supplier as specified in the Purchase Order;

"Purchase Order" means an order for the supply of goods or services expressly described as a 'purchase order' and incorporating by reference these terms of trade, issued by AMICUS to the Supplier together with any Specification Documents;

"Services" means the services to be provided by the Supplier pursuant to the Contract (which will include where appropriate any equipment / materials provided by the Supplier to perform the Services);

"Supplier" shall be the organisation or individual named in the Purchase Order responsible for providing the Deliverables under the Contract and the Supplier shall where relevant be deemed to include all of its officers, employees, subcontractors and/or agents engaged in any way in the performance of the Contract.

1.2. In the event of any ambiguity between the terms set out in a Purchase Order, these terms of trade and the terms set out in the Specification Documents such ambiguity shall be resolved according to the following order of precedence:

1. Purchase order
2. Amicus Terms of Trade
3. Specification Documents

2. EXISTENCE OF CONTRACT

2.1. The terms and conditions of the Contract shall prevail at all times over all other 6.2.1. terms and conditions which the Supplier may purport to apply (including without 6.2.2. limitation in the Supplier's proposal) and to the extent that any obligations hereunder have already been performed by either Party, then such obligations shall for all purposes 6.2.3. be deemed to have been performed in accordance with and subject to the provisions of 6.2.4. the Contract. The provision of the Deliverables shall be deemed conclusive evidence of 6.2.5. the Supplier's acceptance of the Contract provided the Supplier has been given notice of 6.2.6. the terms herein. 6.2.7.

2.2. The Supplier undertakes to deliver the Deliverables on the Delivery Dates. Timely 6.2.8. provision is of the essence of the Contract and the Supplier shall notify AMICUS immediately it becomes aware of any likely delay in such provision. Without prejudice to AMICUS' other rights, AMICUS reserves the right to cancel without redress by the Supplier the whole or (at its option) the unexecuted part of the Contract if all the Deliverables due to be delivered under the Contract are not delivered on or before the Delivery Dates.

3. PRICE/PAYMENT

3.1. In consideration of receipt of the Deliverables provided under the Contract AMICUS shall pay to the Supplier the Price exclusive of the Goods and Services/Harmonized Sales Tax ("GST/HST") or any other provincial sales or similar taxes ("PST"). GST/HST, PST, if applicable, and customs duties and other like charges, if payable by AMICUS, shall be shown as separate items on Supplier's invoice and the invoice shall bear Supplier's GST/HST registration number and PST registration number if applicable. Each party will be responsible for its own taxes incurred by such party in connection with its business and with performing its obligations hereunder. AMICUS will be responsible for any transaction taxes properly collectible from AMICUS under Applicable Law. Supplier will be responsible for payment of any transaction taxes that are, under Applicable Law, properly borne by Supplier.

3.2. Unless otherwise specified in the Purchase Order or agreed in advance in writing, the Supplier shall not be entitled to submit an invoice to AMICUS unless it has delivered the entire Deliverables and AMICUS has accepted that the Deliverables are in accordance with the Contract.

3.3. Subject to acceptance of the Deliverables in accordance with Clause 3.2 above, payment shall be made forty-five (45) days from the date of invoice.

3.4. AMICUS reserves the right to withhold payment to the extent that the Deliverables have

not been provided in accordance with the Contract and shall notify the Supplier accordingly giving reasons for such withholding. If any sum of money is recoverable from or payable by the Supplier to AMICUS under this or any other contract with the Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this or any other contract. Exercise by AMICUS of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under the Contract or otherwise, at law or in equity.

3.5. The Price shall include without limitation packing, insurance, delivery, installation, commissioning and all expenses incurred by the Supplier.

4. SECURITY - ACCESS INSPECTION

4.1. AMICUS shall where necessary, and upon any terms it may wish to impose, give to the Supplier by prior arrangement such access to AMICUS premises as the Supplier may reasonably require to fulfil its obligations under the Contract.

4.2. The Supplier shall upon the request of AMICUS grant AMICUS such access to the Supplier's premises or such other premises as AMICUS may reasonably require for inspection of any Goods and / or AMICUS equipment / materials to be provided to AMICUS under the Contract or for any other reason connected with the performance of the Contract.

5. DELIVERY OF GOODS

5.1. The Supplier shall deliver the Deliverables to the premises specified in the Purchase Order unless otherwise agreed in writing.

5.2. Ownership to and risk in the Deliverables shall pass to AMICUS upon delivery in accordance with this Clause 5.

5.3. Where any Deliverables are found by AMICUS upon delivery or collection or subsequently, not to conform with the Contract, AMICUS may accept or reject the whole or any part thereof and if rejected, without prejudice to any other remedy available to AMICUS, may return the Deliverables (if possible) to the Supplier at the Supplier's own risk and expense and promptly recover any sums paid for the rejected part. Signed delivery dockets shall not signify acceptance by AMICUS of the Deliverables.

6. LIABILITY, INSURANCE AND INDEMNITY

6.1. Neither Party shall be liable for lost profits or any indirect or consequential loss of the other Party under any circumstances.

6.2. The Supplier shall fully indemnify and keep indemnified AMICUS against all costs and expenses (including legal costs), losses and liabilities which AMICUS may incur as a result of:

The Supplier's breach of or non-compliance with its obligations or warranties under the Contract;

The Supplier's negligence or wilful default;

Any claims from third parties made as a result of its acts or omissions; or

Any claim or allegation by a third party that any Deliverable (or part thereof) infringes such third party's IPR.

6.3. The Supplier shall arrange and maintain with a reputable insurer adequate Public Liability Insurance and, where applicable, Product Liability Insurance and / or Professional Indemnity Insurance sufficient and appropriate to the Deliverables and to its obligations under the Contract. Such insurance level shall not stand as a limit of liability under the Contract.

7. WARRANTIES AND REPRESENTATIONS

The Supplier undertakes, warrants and represents that:

7.1. Except as otherwise agreed, prior to performance of the Contract, it shall obtain all necessary consents, permissions and/or clearances in third party rights (including IPRs) with respect to the Deliverables as are required in order for the Supplier to perform the Contract;

7.2. All Deliverables are free from defects, fit for the purpose for which they are supplied and, where relevant, are of satisfactory quality, good construction, suitable and sound material and adequate strength, have been tested prior to delivery and conform as to quantity, quality and description to that stated in the Purchase Order;

7.3. It is competent to fulfil its obligations under the Contract (which includes having relevant experience, training and / or qualifications) and shall use such due care, skill and diligence as would reasonably be expected of a competent supplier of the Deliverables;

7.4. It shall discharge its obligations under the Contract in a timely and professional manner;

7.5. It holds any licence, permit and / or certificate required by law for the performance of the Contract;

7.6. Where the Supplier operates to an ISO9000 or other similar accreditation system, the Deliverables shall be manufactured and / or supplied according to the requirements of that quality system;

7.7. It and the Deliverables shall comply with all current relevant laws and regulations and

applicable industry codes of conduct; and

7.8. It has the right to enter into and perform the terms of the Contract.

8. CONFIDENTIALITY

8.1. Except to the extent required for the purposes of performing its obligations under the Contract, the Supplier will not use or make available at any time during or after the Contract to any third party any confidential information relating to the personnel, research, products, customers, business or affairs of AMICUS.

8.2. The Supplier may disclose information to its employees, professional advisors, agents and subcontractors solely on a need-to-know basis provided that the Supplier procures that the person to whom such disclosure is made complies with the obligations under this Clause 8 as if it were a Party to the Contract.

9. CONTRACT TERM AND TERMINATION

9.1. Unless terminated earlier in accordance with the Contract, the Contract shall commence upon the date of the Purchase Order and shall terminate upon the date that the Deliverables are delivered in accordance with the Contract.

9.2. Without prejudice to any other rights the Parties may have, either Party shall be at liberty to terminate the Contract forthwith in the event:

9.2.1. Of material breach or non-observance of the terms and conditions of the Contract;

9.2.2. That the other Party has a receiver appointed of any of its assets or property or has a petition presented for a bankruptcy, administration or winding up order or a proposal is made for a composition or arrangement with its creditors.

9.3. AMICUS reserves the right to terminate this Contract at any time prior to the delivery of all the Deliverables required to be delivered under the Contract by giving notice in writing. In the event of such early termination:

9.3.1. In the case of Services to be delivered under the Contract, AMICUS shall pay for all services delivered up to the date of termination at a reasonable rate for labour, such rates to be agreed with the Supplier; and

9.3.2. In the case of Goods that are in process of manufacture in accordance with the AMICUS' delivery requirements, AMICUS may agree with the Supplier that the Goods are completed, delivered and paid for or, alternatively, AMICUS may pay reasonable compensation in respect of the cost of materials and labour involved in the production of such goods up to the time of the termination.

No other damages or compensation shall be payable to the Supplier with respect to such early termination.

9.4. Termination of the Contract for whatever reason, shall be without prejudice to the rights, duties and liabilities of either Party accrued prior to termination. The clauses in the Contract that expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

10. ASSIGNEES / SUB-CONTRACTORS

10.1. The Supplier shall not without the prior consent of AMICUS assign or sub-contract any of its rights or obligations under the Contract to any third party.

10.2. Supplier shall remain responsible for all acts and omissions of approved sub-contractors.

10.3. Any AMICUS group company shall be entitled to transfer the benefit and/or the burden of the Contract to any third party at any time without seeking the consent of the Supplier.

11. FORCE MAJEURE

11.1. Neither Party shall be liable or deemed in default for failure to perform any duty or obligation that such Party may have under the Agreement where such failure has been occasioned by any act of God, fire, strike at a national level, inevitable accidents, war, or any other cause outside the reasonable control of that Party, and occurring without its fault or negligence. The Party whose performance has so been interrupted shall give the other Party notice of the interruption and cause thereof, and shall use every reasonable means to resume full performance of the Agreement as soon as possible.

12. ANTI BRIBERY AND CORRUPTION

12.1. The Parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. The Parties will promptly report to each other any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of the Contract. The Parties shall ensure that any person associated with them who is involved in this Contract acts in accordance with the terms of this clause 12. Breach of this clause 12 shall be deemed a

material breach of the Contract justifying immediate termination of the Contract.

13. GENERAL

13.1. The failure of either Party to exercise or enforce any right conferred upon it by the Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver.

13.2. Nothing in the Contract shall be deemed to constitute either Party as the agent of the other or create a partnership or joint venture between the Parties and the Supplier shall have no power to bind AMICUS or to contract in the name of or create a liability against AMICUS in any matter whatsoever.

13.3. Any amendment or variation to the Contract shall only be made by prior written agreement between the Parties.

13.4. The unenforceability of any single provision of the Contract shall not affect any other provision thereof. Where such a provision is held to be unenforceable, the Parties shall use their reasonable endeavours to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.

13.5. The headings to the clauses and sections of these terms of trade are for ease of reference only and shall not affect the interpretation or construction of the Contract.

13.6. This Contract does not create or infer any third party rights which are enforceable by any person who is not a party to the Contract.

13.7. This Contract shall be governed in accordance with Canadian Law and each Party hereby irrevocably submits to the exclusive jurisdiction of the Canadian Courts.

13.8. Agreed for and on behalf of the Parties by their duly authorised officers.

13.9. The parties acknowledge having required that the P.O. and all documentation and notices entered into or given pursuant hereto or relating directly or indirectly hereto are drawn in English. Les parties reconnaissent avoir exigé la rédaction en anglais du présent bon de commande ainsi que de tous les documents et avis qui pourront être exécutés ou donnés la suite de ou ayant un rapport direct ou indirect avec le bon de commande.