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|---------------------------------|
| FOR MEDTRONIC INTERNAL USE ONLY |
| ACCOUNT#:                       |
| CUSTOMER#:                      |

**AUTOMATED SUPPLY AGREEMENT**

The program enables customers to sign up for automatic delivery of the selected insulin pump and continuous glucose monitoring supplies from Medtronic of Canada Ltd. ("Medtronic"), every 3 months during a 12 month term. Prices of items shipped under Automated Supply Agreement are discounted from the current price list.

Please complete, sign and fax this Agreement to the attention of Medtronic Order Desk at our secured fax 1-888-208-8373 or mail it to Medtronic of Canada Ltd. at 6733 Kitimat Road, Mississauga, ON L5N 1W3. Attention: Order Desk

**YOUR INFORMATION:**

Supplies for: \_\_\_\_\_  
(Please print first name, initial and surname)

Address: \_\_\_\_\_  
 \_\_\_\_\_

Alternate Shipping Address (optional): \_\_\_\_\_  
 \_\_\_\_\_

Phone Number: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 (You will find your account number listed as the Customer ID# on your Medtronic invoice. If you do not know your account number or need to set up an account, please call 1-800-284-4416 and Press Option 2)

**YOUR ORDER**

| Product Description | Model Number | Order Quantity<br>(in boxes)<br>per shipment | Discounted Price per<br>Box |
|---------------------|--------------|--|-----------------------------|
|                     |              |  |                             |
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|                     |              |  |                             |
|                     |              |  |                             |
| <b>Total</b>        |              |  |                             |



**CHANGES TO YOUR ORDER:**

If, during the term of the agreement, you would like to change your order (products or quantities selected), please call us at 1-800-284-4416 at least 5 business days before your next order is scheduled to ship.

If during the Term, any product listed on your agreement is discontinued, you will be notified of this fact, and a similar product may be substituted if applicable, at its current regular list price (less your automated supply discount).

**3 MONTHS SUPPLY OF PRODUCTS:**

By signing this agreement below, you accept the above-noted Automated Supply Agreement to purchase the products selected above in the quantities you have indicated and to pay for them at time of shipment. Your order will be shipped **(Indicate the month you would like shipment to begin and select the date within the month by checking the appropriate box):**

Start Month: \_\_\_\_\_ (e.g. April or May)  the 7<sup>th</sup>;  the 15<sup>th</sup>; OR  the 22<sup>nd</sup>

Your first order will be shipped on the month and date selected that is at least 5 business days after receipt of this Agreement by Medtronic.

**DEBIT AUTHORIZATION:**

I hereby authorize Medtronic of Canada Ltd., to debit the credit card listed below the total price of the order as stated above. I agree that this charge will be billed on my credit card within approximately 3 business days of the corresponding order shipment date.

Card Type: \_\_\_\_\_

Cardholder Name (exactly as shown on card): \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiry Date (MM / YY) \_\_\_\_\_

**AGREEMENT:**

I have read and hereby accept this Agreement, including the attached Standard Terms and Conditions incorporated by reference. I understand that I can modify or cancel this order at any time by providing written notice at least five (5) business days in advance of the shipment date of my next scheduled order as selected above. Changes or cancellations received less than five (5) business days of my next scheduled shipment will result in the shipment of my previous standard order, and corresponding charges will apply.

I certify that all the information I have provided in this Agreement is correct to the best of my knowledge.

**Customer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Signatory must have reached the age of majority in in his or her usual province of residence)

## STANDARD TERMS AND CONDITIONS OF SALE

1. Entire Agreement.

Acceptance of Customer's order is expressly made conditional on consent to these terms and conditions and all attachments(s) hereto and they shall constitute the complete agreement between the parties. Medtronic of Canada Ltd. ("**Medtronic**") agrees to provide the goods ("**Products**") ordered by the Customer only on these terms and conditions, and the Customer's acceptance of any portion of the goods covered by this Agreement shall confirm acceptance of these terms and conditions by the Customer. Inconsistent or additional terms or conditions set forth in any offer or other writing by Customer (in whatever form or whether preceding or succeeding the date hereof) shall not constitute terms and conditions of purchase and sale between Medtronic and Customer, and Medtronic expressly rejects and does not accept any such inconsistent or additional terms.
2. Quantities.

All orders must be for boxed quantities only.
3. Delivery, Freight.

All goods will be shipped CPT (Destination) (INCOTERMS 2000). All retail prices include freight charges. Products will be delivered to the address indicated on Customer's Medtronic account.
4. Returned Products.

4.1. Authorization must be obtained from Medtronic's Customer Service or Order Desk before the return of any Products. A Returned Goods Authorization ("**RGA**") number must be clearly identified on the external packaging of any returned Product. Returned Product must be in the original packaging and packed in a second container (external packaging). Information required for an RGA number includes the product catalog number and quantity of Product to be returned, the reason for the return, the customer account number, the Medtronic invoice number, and the date of invoice. Shipping charges on all returned Product **must be prepaid**, unless Product is returned for service, repair or replacement under warranty.

4.2. Credit schedule for returned Product.

  - a) Product shipped in error by Medtronic will be fully credited.
  - b) Otherwise, Product returned within 90 days of invoice date in "**saleable condition**" will be subject to a 15% reprocessing fee that will be deducted from your return credit. "Saleable condition" refers to the condition of the package when received at Medtronic. It must be received at the Medtronic warehouse in its original condition for resale (i.e. no damage and/or markings on box). Boxed Products must be shipped in another box to avoid defacement during shipping.
  - c) Product not eligible for return will not be credited. This includes:
    - Product returned without an RGA number.
    - Product returned more than 90 days after invoice date.
    - Product opened or used.
    - Product past expiration date.
5. Damaged Shipments.

Note the extent of the damage on the delivery receipt. Request the carrier to inspect the damaged items as well as the container upon receipt and unpacking. Notify Medtronic within (5) business days of receipt of Products.
6. Shipping Variances.

Notify Medtronic if you receive a Product that you have not ordered as part of this Automated Supply Agreement, or if there are missing items from in your shipment under this Automated Supply Agreement (each case a "variance"). Medtronic will not be responsible for variances unless notification is received within 24 hours after the shipment has been delivered.
7. Product Warranty.

Medtronic warrants its Products in accordance with the written product warranty enclosed with each product, which sets forth the only warranty or condition applicable to such Product. To the extent permitted by applicable law, the remedies provided under such warranty shall be the Customers sole and exclusive remedies and such warranty shall be void if: (i) the Products have not been paid in accordance with the terms of their purchase and sale, (ii) the Products have been improperly stored, installed or maintained or otherwise have not been used in conformance with Medtronic's applicable instructions or have been altered or repaired without Medtronic's written consent; (iii) Customer fails to notify Medtronic promptly in writing of any claim under this warranty; or (iv) Customer fails to make any Products subject of a claim promptly available for inspection and correction. **TO THE FULLEST EXTENT PERMITTED BY LAW: (A) MEDTRONIC HEREBY DISCLAIMS AND EXCLUDES ANY OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE; (B) MEDTRONIC SHALL IN NO EVENT HAVE ANY OBLIGATION OR LIABILITY TO CUSTOMER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OR INCIDENTAL DAMAGES, NOR PUNITIVE OR EXEMPLARY DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION ARISING OUT OF THE PROVISION AND USE OF THE PRODUCTS CONTEMPLATED OR PROVIDED HEREUNDER, OR ANY FAILURE OR DELAY IN CONNECTION WITH ANY OF THE FOREGOING; (C) MEDTRONIC SHALL NOT BE RESPONSIBLE FOR DAMAGES CAUSED BY ACCIDENTS RESULTING FROM USE OF THE PRODUCTS AND (D) ANY LIABILITY OF MEDTRONIC SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER TO MEDTRONIC FOR THE PRODUCTS AT ISSUE IN SUCH CLAIM IN THE PRECEDING 12 MONTHS FROM THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.**
8. Indemnification.

Customer does hereby indemnify and hold harmless and defend Medtronic against any and all claims, costs, expenses, damages and liabilities (including reasonable attorneys' fees) arising from Customer's possession, or use of Medtronic Products (except to the extent such liability arises

solely and directly from Medtronic's negligence or willful malfeasance), the negligence or willful malfeasance of Customer in using or possessing the Medtronic Products, or any breach by Customer of its obligation arising under this Agreement.

9. Force Majeure.  
Delivery dates are approximate. Medtronic will not be liable for any loss or damage of any kind due to failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labour disputes, labour shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, labour or transportation strikes, flood, fire earthquake, volcanic eruption, obtaining any required license or permit or Medtronic's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Medtronic's obligations and the performance dates shall be extended for the length of such delays.
10. Prices.  
Prices are established by regular price lists from Medtronic. New orders and order changes will be subject to the Product price list in effect at the time of new order or order change, Product price lists are subject to change without notice. Unless otherwise stated prices are in Canadian funds and are subject to delivery terms stated herein. They include freight charges to delivery.
11. Security Interest, Insolvency.  
Customer hereby grants to Medtronic a security interest or movable hypothec in the Products and in any proceeds received by Customer on its resale of the Products to secure payment of all monies due to Medtronic by Customer from time to time under or pursuant to this Agreement or otherwise which Customer acknowledges include without restriction purchase monies for the Products. The Customer agrees that the security interest or movable hypothec attaches immediately upon receipt of the Products by the Customer. Customer acknowledges that Medtronic may make such filings and registrations with and give such notices to such government and non-government authorities and such third parties as it deems necessary to perfect and protect its security interest or movable hypothec in the Products. In the event that Customer fails to pay any amount owing or perform any of its obligations hereunder, becomes insolvent, initiates or becomes subject to any proceedings or seeks any relief under any bankruptcy or insolvency legislation, or any receiver, receiver-manager, trustee, liquidator or custodian is appointed for Customer or any of its property, or if a distress or analogous process is levied upon the property of Customer or any part thereof, then Medtronic shall be entitled to exercise any remedies against all or part of the Products to the extent contemplated and as permitted by applicable personal property security legislation, the Civil Code of Quebec, consumer protection or other similar legislation.
12. Payment.  
Credit cards are the only accepted method of payment. Payment for each shipment will be processed immediately prior to shipment. Medtronic reserves the right to stop shipments in the event of non-payment of a shipment, until all amounts due have been paid in full.
13. Assignment.  
Customer's rights and obligations under this Agreement shall not be assignable by Customer in whole or in part, by operation of law or otherwise, without the prior written consent of Medtronic which may be arbitrarily withheld. Any attempt by Customer to assign any rights, duties or obligations, which arise under this Agreement without such consent will be void. Medtronic reserves the right to assign its obligations and rights under this contract, in whole or in part, to the manufacturer of the Products, their parent company, an affiliate or subsidiary of the manufacturer or an affiliate or subsidiary of Medtronic.
14. Amendments.  
Medtronic may amend, revise or update these Standard Terms and Conditions of Sale from time to time upon at least 30 days advance written notice of change to Customer no more than twice (2) per calendar year. Upon receiving such notice of change, the Customer may elect to terminate this Agreement. Unless the Customer elects to terminate this Agreement by notifying Medtronic of this election in writing as provided below within 30 days of receipt of the notice of change, the Customer shall be deemed to have accepted the proposed amendment, revision or update on the later of the effective date indicated in the notice of change or 30 days after its receipt by the Customer. No other amendment, revision or update to these Standard Terms and Conditions of Sale shall be binding on the parties unless made in a written agreement signed by each party.
15. Notices.  
Any notices hereunder shall be sent (i) if by Medtronic to the Customer: at the address indicated by the Customer in relation to his, her or its account for the purchase of Products under the Agreement; (ii) if to Medtronic: as indicated in the attached Agreement or in the Change Order Form as applicable, or if none of these apply, then by mail or fax to Medtronic of Canada Ltd., 6733 Kitimat Road, Mississauga, Ontario, L5N 1W3, Canada, Attention: Order Desk (Fax Number: 1-888-208-8373).
16. Severability.  
If any provision or provisions of this Agreement are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.
17. No Resale.  
The Customer agrees that Products purchased hereunder will not be resold, exported or reshipped to any person.
18. Applicable Law.  
Unless dictated otherwise by the mandatory provisions of applicable consumer protection legislation, the rights and obligations of Medtronic and the Customer related to the purchase and sale of Products described in this Agreement shall be governed by the laws of the Province of Ontario without reference to its conflict of law rules.
19. Interpretation.  
The insertion of headings in this Agreement are for convenience of reference only and shall not be deemed to affect the meaning or construction of any provision of this Agreement.
20. Waiver.

The waiver by Medtronic of any breach, or the failure by Medtronic to enforce any of the terms or conditions contained herein, shall not in any way affect, limit or prevent Medtronic's right thereafter to rely on, enforce and compel strict compliance with each term or condition contained herein.

21. Language.

For customers in Quebec: It is the express wish of the parties that this Agreement and all documents in connection with this Agreement be drawn up in English.

*Il est la volonté expresse des parties que le présent contrat et tous les documents qui s'y rattachent soient rédigés en langue anglaise.*