

General Terms and Conditions of Sale and Product Return Policy

These General Terms and Conditions of Sale and Product Return Policy are applicable to the sale of generic pharmaceutical products and Private Label OTC products by Pharmascience Inc.

General Terms and Conditions of Sale

Orders - All orders for Pharmascience products including narcotic orders must be sent to :

Pharmascience Inc.
1177, 55e Avenue
Dorval (Québec) H9P 2W7 Canada
Telephone: (514) 340-9735 or 1-800-340-9735
Fax: (514) 340-9290 or 1-800-340-9290

Payments - All payments must be sent to :

Pharmascience Inc.
6111, Avenue Royalmount, bureau 100
Montréal (Québec) H4P 2T4 Canada

Pricing – Current price list can be obtained from a Pharmascience Sales Representative or through Pharmascience Customer Service. All orders will be invoiced at the prices prevailing at the time of receipt of an order and are subject to change without prior notice. All applicable taxes will be added to the invoice.

Payment term – All invoices are due for full payment within 90 days of the invoice date. A 2% discount will be applied to invoices paid within 30 days of the invoice date. For Private Label OTC please refer to your current commercial agreement with Pharmascience.

Incomplete orders – Orders delivered in multiple shipments will be invoiced upon delivery of each shipment at the price prevailing at the time of receipt of the order, subject to the applicable government reimbursement price list in force at the time of invoicing. All orders and deliveries are subject to the approval of Pharmascience. Pharmascience's obligation to supply any product is at all times subject to Pharmascience's ability to make or obtain sufficient supply of the ordered product. Pharmascience reserves the right to limit quantities delivered at any time and without liability.

Minimum order – Orders must be a minimum of \$150.00 (before tax). Selection of the carrier and delivery mode is at the discretion of Pharmascience. The client may, at its own expense, direct the use of a specific carrier or delivery mode. No credit for transportation charges will be issued to clients selecting their own carrier or delivery mode.

Billing and ordering errors – Any billing error must be reported to Pharmascience Accounts Receivable Department within 30 days of the invoice date. Ordering errors must be reported to Pharmascience Customer Service immediately upon discovery.

Ownership and risks – Subject to the other provisions of these terms and conditions, all products will be delivered at the client's named destination in Canada, with shipping charges and unloading during normal business hours included. All other charges or services remain the responsibility of the client. Ownership and risks of loss or damage to the products will transfer from Pharmascience to the client upon delivery at the client's named destination in Canada.

Warranty – Pharmascience's warranty of its products is strictly limited and restricted to their identity and their manufacture in compliance with good manufacturing practices and applicable laws. No other warranty or condition, statutory or otherwise, express or implied, shall apply, including, without limitation, any warranty as to quality, merchantability or fitness for a particular purpose.

Liability – Pharmascience cannot be held responsible for any failure to fulfill a contract or supply any product due to a shortage of stock, fire, explosion, strike or other labour dispute, equipment break, flood, transportation interruption or other events beyond its control.

LIMITATION OF LIABILITY – *In no event shall Pharmascience be held liable for any indirect, incidental, special or consequential damages, including without limitation, for loss of profits or revenue, incurred by the client, an authorized distributor or any third party, whether in any suit in contract, civil responsibility, tort or other theory of law. Furthermore, Pharmascience shall not be held responsible for any direct damages resulting from the failure to fulfill or deliver an order within any stipulated delay. If any of the above limitations of liability are not permitted by applicable law, then Pharmascience's liability in connection with the fulfillment or delivery of an order shall in no event exceed the amount of the invoice price paid or payable for the products ordered.*

Use, storage and transportation – All Pharmascience products must be used, stored and transported in accordance with the specific conditions contained in the respective product monograph.

Reporting of sales data – Pharmascience authorized distributors of Pharmascience products are required to report all sales of Pharmascience products (including historical sales) to Pharmascience or to any third party designated by Pharmascience from time to time. Sales information must be reported in a format and at such intervals as specified by Pharmascience in writing from time to time. Sales information received by Pharmascience or its designee will be held in confidence and used solely by Pharmascience for the management of its trade terms and sales policies in compliance with all applicable laws.

Product Return Policy

The following are the terms and conditions pursuant to which Pharmascience products may be returned to Pharmascience for credit:

Products eligible for return – Subject to the exceptions listed below, all Pharmascience products can be returned to Pharmascience up to 12 months from their expiration date. Only requests for returns or credits totaling a minimum of \$150.00 retail dollars (before tax) will be accepted.

Prior authorization – Prior written authorization must be obtained from Pharmascience by the client prior to the destruction or return of any product to Pharmascience. All Pharmascience products purchased through a distributor must be returned directly to the distributor where the products were purchased.

FOR ALL RETURN AUTHORIZATIONS AND DESTRUCTION REQUESTS PLEASE CONTACT PHARMASCIENCE CREDIT & RETURNS DEPARTMENT AT:

Telephone: (514) 340-9800 or 1-800-363-8805
Fax: (514) 340-7855 or 1-866-853-1178
Email: credit@pharmascience.com

ALL PRE-AUTHORIZED PRODUCT RETURNS TO BE SENT TO PHARMASCIENCE MUST BE ADDRESSED TO:

Pharmascience Inc.
Returns Department
1177, 55e Avenue
Dorval (Québec) H9P 2W7 Canada

Return of narcotics or controlled substances – The client must obtain a written authorization from Pharmascience prior to returning any product that is considered a narcotic or controlled substance.

Shipping costs – All pre-authorized return of products will be assumed by the customer except for damaged product and/or customer service errors.

Credit for returned products – The value of the credit for returned Pharmascience products will be the lowest amount between the acquisition price and the prevailing list price and, except for narcotics and controlled substances, will be based on the quantity in the original sealed full bottle. The value of the credit for narcotics and controlled substances will be determined by the exact quantities returned, by the tablet or milliliter. All credits are subject to proper evidence of purchase of products of the specific lot(s) for which a credit is sought. Credits for Pharmascience products returned to a distributor in accordance with this policy will be issued directly to the distributor.

Products lost or damaged during shipping – Pharmascience ensures that all orders are verified prior to shipment. In the event that your order gets lost, does not arrive on time, arrives damaged, or in case of any error in ordering, Pharmascience must be advised within 5 working days of the scheduled delivery date or actual delivery date, by telephone, fax, email or courier to obtain an authorization number for a credit.

All requests for authorization numbers must be forwarded to Pharmascience Returns Department and must clearly contain a detailed description of the relevant shipment (product name, quantity, lot number, etc.) and damages. Pharmascience will not assume any liability for products lost or damaged during shipping unless the procedure and deadlines contained in these terms are respected. Any claim to any carrier selected by Pharmascience will be at Pharmascience's sole discretion.

Items not eligible for return – No credit will be issued, no reimbursement will be granted and no product return will be accepted for the following products:

1. Products that are not returned in their original packaging or which have been repackaged, over labeled, price stickered or reconstituted;
2. Products that have been damaged in warehouse, stored in an inadequate manner or in poor conditions, including products that have been exposed to smoke, fire, water, humidity or extreme temperatures;
3. Products and product packaging damaged due to improper handling by the client or which have been tampered with in any way while not in the possession of Pharmascience;
4. Products that are considered samples or were part of a fire, liquidation or bankruptcy sale;
5. Products purchased on a non-returnable basis;
6. Competitor products which have been transferred into Pharmascience's product packaging;
7. Products not purchased from Pharmascience, that are not Pharmascience products, or products that were purchased by a person other than the person requesting credit for said products from Pharmascience, as evidenced, including but not limited to, from the product lot number;
8. Damaged products, lost products or products ordered in error but not reported within 5 working days of the actual or scheduled delivery date, by telephone, fax, email, or by courier, to the Pharmascience Returns Department;
9. Expired products if returned more than 12 months after their expiration date;
10. Products returned without prior written authorization from Pharmascience;
11. Products for which incomplete or unclear documentation is submitted to Pharmascience for return authorization or credit requests; or
12. Products sold by Pharmascience without any warranty or possibility of return or credit.
13. Private Label OTC products.

Product Destruction – Clients are invited to contact their Pharmascience Sales Representative or Pharmascience Returns Department for destruction authorizations, the procedures to be followed, or for any additional information.

Condition applicable to distributors only - Pharmascience authorized distributors must return all returned or unsold Pharmascience products to Pharmascience for destruction. Pharmascience will not assume any liability, replace any products or issue any credits for any products destroyed by a distributor without prior written authorization.

Product Recall – In the event of a recall of a Pharmascience product, Pharmascience will provide detailed information to the client on the procedure to follow for each specific recall. Specific contact information will be provided in Pharmascience communication but the client may at all times contact Pharmascience Customer Service for questions relating to a recall.

Change to Terms and Conditions - These General Terms and Conditions of Sale and Product Return Policy are subject to change by Pharmascience, from time to time and upon notice. Any order for Pharmascience products placed after receipt of a notice of change will be subject to the revised terms and conditions.

Prevailing Terms - In the event that the Pharmascience General Terms and Conditions of Sale contradict the terms and conditions contained in the client's purchase order, the Pharmascience General Terms and Conditions of Sale shall prevail.

Annexe 1 - Praxis can be returned up to 6 months from their expiration date.