

## General Terms and Conditions

### **Distribution**

Xediton products are sold to authorized purchasers, including but not limited to retail pharmacies, wholesalers, chain distributors, hospitals, pharmacies, government, licensed physicians, and physician clinics, which have a valid license to possess or handle products and fully comply with all applicable laws and regulations.

These Terms and Conditions supersede all previous Terms and Conditions and are subject to change at Xediton's discretion.

### **Ordering Product:**

All product orders shall be placed through Xediton's Customer Service Representatives

Xediton Pharmaceuticals Inc  
Tel: 905 286 9111 or 1 888 933 4866;  
Fax: 905 286 9101  
Email: [customerservice@xediton.com](mailto:customerservice@xediton.com)

### **Prices:**

All Purchaser Orders will be filled and invoiced at the prices in effect at the time the order is processed. All prices are subject to change without notice. No price adjustment shall be allowed for inventory on hand or enroute to purchaser because of a price change, unless otherwise indicated by Xediton, in writing, at the time of the price change.

### **Taxes:**

Any applicable taxes required by law to be charged will be added to the invoice.

### **Terms of Payment**

Net 30 days from date of invoice. All invoices are to be paid in full without any deductions or set-offs.

Xediton reserves the right to charge an amount equal to 2% per month (24% per annum) on the amount of any unpaid balance calculated from the date that payment is due until the date the payment is received in full.

### **Minimum Order(s);**

The minimum order for shipping is \$3,000 per order. An administration charge of \$50 will be applied at time of ordering to all orders that do not meet the minimum amount

### **Product Quality and Medical Complaints**

Xediton shall have the sole right and responsibility to take such actions with respect to any of its products as would normally be taken in accordance with accepted business practices and legal requirements when it comes to responding to any complaints relating to its products.

In the specific case of medical and/or quality complaints (including the reporting of possible side effects, adverse drug reactions or injuries, irrespective of seriousness or severity), the following rule will apply: The Customer agrees that it shall provide all available information and refer any such complaints which it receives to Xediton within twenty-four (24) hours of initial knowledge of a medical/quality complaint.

Xediton shall be responsible for filing with the Therapeutic Product Division of Health Canada ("TPD"), as required by the Regulation, any adverse reactions reports which it receives directly from third parties, including its customers and participating members.

All complaints to be forwarded to +1 905 286 9111 Ext. 200 or 1 888 933 4866

Where goods are returned by a consumer on account of an alleged defect, the retailer should immediately notify Xediton Customer Service at +1 905 286 9111 Ext. 200 of the complaint and return goods directly to Xediton Pharmaceuticals. Full credit will be issued by Xediton Pharmaceuticals for defective products

### **Shipping and Transportation:**

All orders are shipped prepaid by the carrier chosen by Xediton. Customers must contact Xediton Customer Service within five (5) working days to report any damage or make a shortage claim. Failure to do so will eliminate any liability to Xediton,

**Rush Order Policy:** On all purchaser-generated rush orders, the purchaser will pay or reimburse Xediton for transportation costs. The Purchaser will specify the preferred mode of transportation (i.e. ground or air, if applicable). Xediton will select the carrier and arrange for shipment.

All shipments are double checked and carefully packed. Xediton's responsibility ceases after the receipt of goods in good order by transportation companies. In case of loss or damage, however, Xediton will, if requested, render aid in establishing claims and obtaining redress for our customers. If shipment upon arrival appears damaged, the bill of lading, or other pertinent forms should be so marked. All claims for shortage or breakage must be made promptly and reported to our Customer Service Department.

If there is evidence of rough handling or damage, the customer should bring it to the attention of the delivery agent and ensure that a notation is made on the shipping bill before the goods are accepted. If damage has caused breakage or loss, the outer shipping container and packing material should be retained until an adjustment is made. Claims should be presented to the transportation company and not to Xediton. If any damage or shortage is noticed only upon opening, the customer must notify both the transportation company and Xediton (905 286 9111 Ext. 200), and file a claim with the transportation company as soon as possible within 24 hours. If a claim is disputed, customers may request the assistance of Xediton in order to collect.

Customers must indicate the specific item(s) and quantity damaged or shorted and sign on all copies of the carrier bill of lading. A photocopy of the customer's copy of the bill of lading together with the claim of credit must be sent to Customer Service within forty-eight (48) hours of initial receipt. The Customer must retain the original copy of the bill of lading.

### **Reporting**

All customers who are distributors or wholesalers are required to report all product sales to Xediton and also to any third-party agency, such as IMS Health, designated by Xediton, details of their sales of products in units and in dollars by SKU, whether to a pharmacy or other person, in sufficient detail to allow Xediton to

identify the purchaser of such product. Such report shall be provided within 5 business days at the end of a calendar month. Any pharmacy or other person that purchases product from a customer shall, as a term of such purchase, consent to the reporting of such purchase by such customer. The information received by Xediton or its designee shall be held in confidence and used solely by Xediton for the management of its trade terms and sales policies

### **Warranty**

Xediton's guarantee resides in the assurance to the customer that the products meet all applicable Health Canada requirements including the identity, safety, potency, purity, and stability of the ingredients used, the skill, experience, and care devoted to preparation, and the final pharmaceutical quality of the products offered for sale. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL XEDITON PHARMACEUTICALS INC OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SALE OR SUPPLY OF PRODUCTS, IRRESPECTIVE OF WHETHER ATTRIBUTABLE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

### **Liability**

The liability of Xediton Pharmaceuticals under any order shall not, under any circumstances whatsoever, exceed the amount of the invoice price paid or payable thereunder for the Products sold and delivered thereunder. Xediton shall not be liable for any indirect, consequential, special, incidental, exemplary or punitive damages or similar damages or losses of any nature whatsoever, including, without limitation, for any loss of clientele, sales or profits, regardless of whether arising from breach of contract, warranty, tort, delict, quasi-delict, strict liability or otherwise and, even if Xediton is advised of the possibility of such damage or loss or if such damage or loss could have been reasonably foreseen.

### **Return Policy:**

All returned merchandise must be accompanied by Return Goods Authorization ("RGA") or Return Materials Authorization ("RMA") that must be received prior to returning the product. RGAs or RMAs can be requested by emailing [customerservice@xediton.com](mailto:customerservice@xediton.com) or telephone 905 286 9111 Ext. 200

### **Procedure for Returning Merchandise or Expired Products**

Expired Xediton returns are to be shipped freight prepaid to the Customer's preferred wholesaler then the wholesaler to ship to:

Xediton Pharmaceuticals Inc  
2000 Argenta Road  
Building 4, Suite 495  
Mississauga Ontario L5N 1W1

Products can only be returned for a credit during the period that is between three months prior to, and six months after the expiry date.

Xediton will not accept returns of cold chain/refrigerated and/or injectable products; credit will not be issued for these products.

Partial returns are not allowed. Broken seals, opened bottles or containers are not allowed for returns

### **CPDN Customers Only**

For customers purchasing through the Canadian Pharmaceutical Distribution Network (CPDN), returns may be shipped to CPDN freight prepaid. Please return eligible products to CPDN by completing the online return form on CPDN's WebOMS portal: <https://www.cpdnweboms.ca>

### **Damaged Products**

The customer must obtain authorization from Xediton's Customer Service before returning damaged products as defined in the above policies. All unsolicited (lacking an RGAs or RMAs) returns will be refused.

### **Credit Granted**

For accounts in good standing, credit will only be issued for goods returned up to six (6) months following the expiry date or three (3) months before the expiry date.

Written request to return product should be sent to Xediton's Customer Service Department. An authorization number will be issued and emailed back, this must be obtained before any returns are accepted. **All returned products that are eligible for credit will receive credit at the original purchase price less 15%.**

Partial returns are not allowed, and credit will not be given for partial returns. To be eligible for Returns, package must not be opened and seal must not be broken

Returns made to wholesalers may be subjected to a handling fee, depending on respective wholesaler policy. Any and all handling fees will be the responsibility of the Customer.

### **Product Recall**

Should a product recall or withdrawal be necessary, Xediton will compensate the customer for those expenses incurred in performing all recall services requested by Xediton.

### **A product is not eligible to be returned for credit if it:**

- is damaged by fire, smoke, heat, water, negligence, improper storage or involved in fire or bankruptcy sale.
- is not in original packaging, repackaged, tampered with in any way, over-labelled or price stickered.
- was expressly sold on a non-refundable basis
- is of good dating (unexpired) or beyond six (6) months of expiration or discontinuance
- was sold as "Compassionate goods", "Sample" or "For Clinical Use Only" or sold under the "Special Access Program"
- is partial bottle or partial container; opened container or bottle;
- was not purchased from Xediton
- was returned without authorization from Xediton
- has package opened or seal broken
- is a cold chain/refrigerated and/or injectable product
- was purchased for stockpiling or other similar purpose

Credit will not be issued for these products

### **Breach of Policy**

Should the Purchaser fail to comply with this policy or should Xediton have reasonable grounds for believing that the Purchaser or Distributor has breached or intends to breach this policy, Xediton reserves the right to revoke or restrict order status with said Purchaser or Distributor.

**Xediton reserves the right to change these terms and conditions at any time without notice.**