

Adapt Pharma Canada Ltd. General Terms and Conditions of Sale

Purchaser Approval

- Adapt Pharma Canada Ltd. ("Adapt") will sell its products only to approved purchasers.
- Adapt reserves the right to request background and/or credit information as part of a purchaser initiating or maintaining status as an authorized purchaser of product.

Acceptance of Terms

- By placing an order with Adapt, purchaser shall be deemed to have accepted these General Terms and Conditions of Sale.
- No changes in these General Terms and Conditions, including any conflicting or additional terms in any purchase order submitted by purchaser, shall be valid.
- All orders are subject to approval by Adapt.

Payment Terms

- Standard payment terms are Net 30 days, unless otherwise stated on invoice. Purchaser understands that credit and supply privileges may be suspended should its account become overdue or considered at risk by Adapt.
- All deductions sought by the buyer must be pre-authorized by Adapt prior to deduction.
- Products will be invoiced at prices prevailing at the time of receipt of order and are subject to change without notice.
- Purchaser is responsible for and shall pay all sales, excise, goods and services taxes, including GST, HST, PST and QST, applicable on its purchase of products from Adapt.

Data

- ADAPT customers who are distributors or wholesalers are required to report all sales of ADAPT products to ADAPT or to any third party designated by ADAPT to receive, process and deliver this sales information to ADAPT. Reports are to be provided in a format and at such intervals as instructed by ADAPT in writing from time to time. The information received by ADAPT or its designee shall be held in confidence and used solely by ADAPT for the management of its trade terms and sales policies in compliance with applicable laws. ADAPT may also use such information to comply with applicable laws and regulations including, but not limited to, withdrawals or recalls required or requested by any agency or regulatory body or, in its sole discretion, by ADAPT should ADAPT deem a withdrawal or recall or field action necessary for any reason whatsoever.

Product Storage and Handling

- Purchasers are required to: a) adhere to all storage and handling requirements indicated on the product, and b) comply with all applicable laws, regulations, and guidelines regarding the purchase, storage, handling, and use of products. Purchaser shall be solely responsible for any failure to follow these conditions.
- Purchaser shall defend, indemnify and hold Adapt harmless against any and all claims, losses, costs, damages, expenses, liabilities or judgments (including reasonable costs of defending same) of every nature and kind whatsoever asserted against, suffered or incurred by Adapt, or for which Adapt may become liable, arising out of or from or related to any negligence or intentional, reckless, or willful misconduct (including improper or inappropriate storage, handling or use of the product) by the Purchaser (or any of its respective employees, agents or independent contractors).

Limitation of Liability

- In no event shall Adapt be liable in contract or tort or otherwise, for any indirect, incidental, consequential, or special damages or losses of any nature or for lost revenue, lost profits, or lost business arising out of customer's purchases or the use of the product or Adapt's failure to deliver ordered product, even if advised of the possibility thereof. In no event shall Adapt's liability exceed the amount actually paid by customer for Product.

Allocation

- Adapt may allocate products among its customers at its sole discretion.

Prohibition on Exports

- No products sold by Adapt are intended for export.
- A purchaser of Adapt product(s) shall not directly or indirectly by any means or arrangement:
 - (i) Export, offer for resale, resell or consign or otherwise distribute that product from Canada to any other jurisdiction, or
 - (ii) Offer for resale, resell or consign or otherwise distribute any product to any other person or entity ("further reseller") who the purchaser knows or suspects or reasonably should know or suspect will export, offer for resale, resell or consign or otherwise distribute that product from Canada to any other jurisdiction.

Transportation / Shipping

- All orders are shipped freight prepaid.
- All shipments are by carrier of Adapt's choice.
- Title to product and risk shall transfer upon delivery.

Return of Product

- **Narcan is sold on a non-refundable basis and is not eligible for credit.**

Non-Credited Merchandise

- Adapt will accept for return and destruction (**but not for credit**) the following:
 - (i) Expired product.
 - (ii) Product related to bankruptcy sale or marked "Professional Sample", "Sample", "For Clinical Use Only" or product not authorized for sale in Canada.
 - (iii) Product that was damaged or deteriorated beyond the control of Adapt, including but not limited to, improper storage or exposure to extremes in temperature.

Governing Law

- These terms and conditions and the agreement between the parties shall be governed by and construed in accordance with the laws of the province of Ontario and Adapt and the purchaser irrevocably agree to the exclusive jurisdiction of the courts of such province for any disputes arising between them.
- If the purchaser is based in the Province of Quebec, it has requested that these General Terms and Conditions be drafted in the English language. All reports, statements of account and like between the parties shall be rendered in the English language. Les parties déclarent avoir demandé que le présent contrat soit rédigé dans la langue anglaise.

Changes

- These General Terms and Conditions of Sale are subject to change upon notice, which may be given by fax, e-mail, or other means and which shall be deemed to have been received by customer once sent.

Medical Drug Information/ Quality Inquiries

Calls can be directed to Adapt Pharma Canada Ltd. Medical Information at **1-844-898-0657**

Information/ Ordering Inquiries

Calls can be directed to Adapt Pharma Canada Ltd. at **1-877-870-2726** (e-mail: adaptcanada@customer-support.ca)