



Adapt Pharma Canada Ltd. General Terms and Conditions of Sale

Approval

- Adapt Pharma Canada Ltd. ("Adapt") will sell its products only to approved purchasers. All orders are subject to approval by Adapt.
- 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.

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.

Warranty

- Adapt warrants that at the time of delivery, the product (a) shall be free from any defects in design, material, or workmanship, and (b) shall conform to applicable Health Canada laws, rules and regulations. In the event that the product delivered fails to conform to the warranties in this paragraph, purchaser may reject such product by giving written notice within thirty (30) days after delivery. If purchaser fails to reject the product in accordance with this paragraph within the thirty (30) day period, purchaser shall be deemed to have accepted the shipment. Adapt makes no other warranties, whether expressed or implied, with respect to the product, including, without limitation, any warranty of merchantability or fitness for a particular purpose.
- Adapt's sole obligation under any warranty shall be to replace or refund defective products. Neither purchaser nor Adapt shall be liable for any indirect, incidental, consequential, or special damages or losses, including lost profits, even if advised of the possibility thereof.

Product Storage, Handling, and Use

- Purchaser has reviewed, and made available to its distributees, the instructions for use, storage, handling, and other information with respect to the product in accordance with the Health Canada approved prescribing information, and purchaser and its distributees will comply with such instructions and information and all laws applicable to the storage, distribution, or use of products. Purchaser shall be responsible for the

negligent acts and omissions of its employees, agents, representatives and distributees.

- Unless authorized by Adapt, products may not be resold and are for purchaser's own use.

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.

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

- The Terms and Conditions and purchaser's credit application, constitute the entire agreement and understanding of the parties with respect to the subject matter hereof. No changes to the Terms and Conditions will be binding upon Adapt unless made in writing and signed by Adapt. In the event of any conflict between these Terms and Conditions and any other agreement or purchase order of purchaser, these Terms and Conditions shall govern.

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)