EMERGENT BIOSOLUTIONS CANADA INC
General Terms and Conditions of Sale

Approval
• Emergent BioSolutions Canada Inc ("EBSI") will sell its products only to approved purchasers. All orders are subject to approval by EBSI.
• EBSI 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 EBSI.
• All deductions sought by the buyer must be pre-authorized by EBSI 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 EBSI.

Data
• EBSI customers who are distributors or wholesalers are required to report all sales of EBSI products to EBSI or to any third party designated by EBSI to receive, process and deliver this sales information to EBSI. Reports are to be provided in a format and at such intervals as instructed by EBSI in writing from time to time. The information received by EBSI or its designee shall be held in confidence and used solely by EBSI for the management of its trade terms and sales policies in compliance with applicable laws. EBSI 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 EBSI should EBSI deem a withdrawal or recall or field action necessary for any reason whatsoever.

Warranty
• EBSI 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. EBSI 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.
• EBSI’s sole obligation under any warranty shall be to replace or refund defective products. Neither purchaser nor EBSI 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,