

TERMS AND CONDITIONS
RETURN GOODS POLICY
EFFECTIVE MARCH 23, 2022

Hikma Canada Limited (“Hikma”) Return Goods Policy (this “Policy”) applies to the return and/or credit of Product(s) purchased by a Customer of Hikma.

Request to return Product should be made to Hikma Customer Service at 1-800-656-0793 or transmitted by email to: canada_csr@hikma.com. Such requests must include the following information: (i) Product name; (ii) quantity; (iii) lot number; and (iv) expiration date. If eligible for return, a Return Merchandise Authorization (“RMA”) Number will be issued by Hikma and provided to Customer. This RMA Number must be obtained by Customer prior to any Product returns being accepted by Hikma. All transmissions between Hikma and Customer shall be made by either phone or email.

Hikma reserves the right to require: (i) proof of purchase or the original invoice for all Product returned for credit or exchange; or (ii) information which will demonstrate that Products must have been used properly as per standard First-In-First-Out expiration dating (“FIFO Information”).

Wholesalers shall not accept returns of Products from Customers for Products identified as **not returnable**.

NON-RETURNABLE PRODUCT

The following Products are **not eligible** to be returned for credit:

- Products with *good dating* (i.e., more than three (3) months prior to expiration).
- Products which on the date the RMA Number was issued had expired more than three (3) months after the expiration date printed on the Products (six (6) months for wholesalers).
- Discontinued Products after three (3) months of declaration by Hikma of discontinuation.
- Products which have been either opened, defaced, or missing Hikma labels which do not clearly display the expiration date, DIN or Lot number.
- For controlled substances, precursors and cytotoxics, physical return of Product is not accepted. RMA Number and certification of destruction are required for credit eligibility.
- Products purchased on a non-returnable basis (i.e. short dated, special buys)
- Products shipped in error but not reported within five (5) days of receipt by Customer.
- Product ordered in error and such error has not been reported to Hikma within ten (10) days (injectable Products excluded).
- Damaged Product(s) due to insurable causes, such as fire, flood, and/or natural disasters.
- Damaged/deteriorated Product(s) due to negligence, including, but not limited to improper handling or storage by the Customer.
- Partial units - an inner unit Product included within a saleable package.
- Products sold at bankruptcy sales or sacrifice sales.
- Products sold, purchased, stored, or distributed contrary to Federal or Provincial law.

CONDITIONS FOR CREDIT

Hikma will issue a credit for returned Products under the following conditions:

- Product is to be returned prepaid to the original source of purchase after an RMA Number is issued.
- If Product is lost during a return transit then Hikma is not responsible for credit on such Product.
- RMA Number is mandatory. Product must be returned within thirty (30) days of receiving the RMA Number from Hikma. Any Product that is sent without a RMA Number will be destroyed by Hikma and a credit will not be issued.
- Products must be intact in their original sealed packages with original label.



- Products must be accompanied by a list that includes Product name, Lot Number and expiration date.
- All Products must be returned within three (3) months of expiration date unless authorized by Hikma.
- Credit will be issued at the original acquisition or current price (whichever is lower) less professional allowance, rebates or discounts including prompt pay and distribution fees. Product will be reviewed and approved by Hikma upon receipt.
- Returns received with incomplete paperwork shall only be accepted for return upon completion of any missing paperwork within five (5) days of notice by Hikma. Such returns, if accepted, are subject to a 15% administration fee.
- Damaged Product returns must include submission of pictures evidencing claimed damage. Eligibility determination is made solely by Hikma at its sole discretion.
- Hikma may require: (i) proof of purchase for all Product returned for credit or exchange; or (ii) FIFO Information as defined herein. In the event that either: (i) or (ii) is not provided to Hikma as requested, credit will be denied.

For Hospital Customers utilizing CPDN, please complete an online returns request and return any expired items directly to CPDN.

All pre-authorized Product returns being sent to Hikma must be addressed as follows

Hikma Canada Limited
c/o Innomar Strategies
8030 Esquesing Line Unit B
Milton ON L9T 6W3

Hikma reserves the right to destroy any returned Products. Any returned Products which are not eligible for credit will be destroyed by Hikma.

CREDIT MEMOS

- Credit for returned Products will only be issued by Hikma in the form of a credit memo.
- Hikma shall process credit memos upon receipt and processing of validated returns by Innomar.
- The amount of credit issued or authorized by Hikma is directly correlated to what is validated by Innomar. In the event of any conflict between the Customer's claimed quantity and the quantity validated by Innomar, the quantity validated by Innomar shall control. Innomar's physical count of the returned Products will be final.
- Any and all credits that are not redeemed within one (1) year of issuance shall be null and void.

DISCLAIMERS

- By returning Products, you authorize Hikma and Innomar, as Hikma's agent, to destroy any returned Product.
- Non-Hikma product(s) returned to Innomar will not be the responsibility of Hikma. Hikma reserves the right to charge Customers for any costs incurred to process and destroy non-Hikma product returned to Innomar.
- Once received by Innomar, Product will not be returned to the Customer.
- Hikma is not responsible for lost or damaged shipments of returned Product(s). Insuring and tracking shipments are the responsibility of the Customer.
- This Policy supersedes all previous policies and may be modified by Hikma at its sole discretion.

Effective March 23, 2022



TERMS AND CONDITIONS

PRICING

Hikma reserves the right, without prior notification, to change the terms, conditions and pricing set forth herein unless otherwise specified.

Current price lists can be obtained from Hikma's Customer Service department at canada_csr@hikma.com or by calling 1-800-656-0793. All Orders will be invoiced at the prices prevailing at the time of receipt of an Order and are subject to change without notice, except as specified in a fully executed contract between the parties. Product purchased at contract price must be used within the membership scope of such contract only.

PAYMENTS AND TERMS

All Orders are subject to acceptance by our Credit Department. Unless otherwise stated on the invoice or under applicable law, terms of sale are NET thirty (30) days. Any portion of an invoice that is the subject of a dispute must be reported to Customer Service at the time of receipt of the invoice using the telephone number on the invoice or by email to: canada_csr@hikma.com.

Any undisputed portion of an invoice must be paid in accordance with these Terms and Conditions. Hikma reserves the right, at its sole discretion, to: (i) decline any Order; (ii) limit the purchasing of Products; (iii) delay shipments; or (iv) allocate Products amongst Hikma's Customers.

All Orders shall be invoiced on the date shipped. It is expressly understood and agreed that Hikma will only accept payment in the following forms: (i) EFT; (ii) check; (iii) direct deposit; and/or (iv) wire transfer. Hikma shall not process any payments made in any other form, including, credit cards and debit cards, unless agreed to in writing by both parties.

Applicable taxes, as required by law, will be added to invoices following an Order. Hikma reserves the right to: (i) charge overdue accounts past thirty (30) days interest at the rate of 1.5% per month (18% per annum) on the outstanding balance; or (ii) hold Orders for Customers with past due balances without notice.

MINIMUM SHIPMENT AND TRANSPORTATION COSTS

Orders of \$500.00 for Ontario and Quebec and \$750.00 for all other provinces are shipped prepaid by Hikma within Canada. Hikma will use the most economical routing consistent with the provision of reasonably prompt service. Any Customer may request delivery by special means. In such cases, the difference between regular cost and the special cost will be charged to the Customer. Orders that do not meet the minimum value will be subject to shipping charges.

BACKORDERS, SHORTAGE, BREAKAGE OR LOSS

All backorders shall be cancelled by Hikma after thirty (30) days from the date of Order if the Product remains unavailable.

Claims for Products: (i) lost or damaged in transit; or (ii) shortage of Products must be reported to Hikma within five (5) days of receipt. Additionally, shipping errors must also be reported to Hikma immediately upon discovery within five (5) days of receipt.

All Orders are packed for shipment by Hikma. Upon delivery to Customer, all cases, boxes or parcels should be examined carefully before signing the delivery note. If evidence of damage is present, Customer should bring it to the attention of the delivery agent and ensure that a notation is made on the shipping bill before the Products are accepted. If damage has caused breakage or loss, the outer shipping container and packing material should be retained until an adjustment is made. Hikma is not responsible for breakage, damage or loss during shipment, but



will assist Customers in connection with any insurance claims. Damaged Product received should be held for inspection or until return is requested by Hikma.

LIABILITY

Hikma is not responsible for any failure to supply penalties nor any contract penalties or damages for Products not delivered for causes beyond Hikma's control. These include but are not limited to fire, explosion, strikes or labour disputes or interruptions, embargoes, act of God, or force majeure.

QUALITY AND PHARMACOVIGILANCE

Any adverse events are to be reported to Hikma within one (1) day by contacting Hikma directly or by email to: canada_drugsafety@hikma.com. Adverse events are documented and assessed by Hikma in accordance with industry practice and in compliance with laws. Complaints related to the quality of Products should be sent to: canada_qa@hikma.com.

In the event of a withdrawal or recall of a Product, Hikma will issue instructions to Customer.

OWN USE

All Products sold by Hikma are labelled and approved for sale in Canada only.

PRODUCT WARRANTY

Hikma warrants that Products are manufactured in compliance with Good Manufacturing Procedures and all applicable Health Canada requirements for the final pharmaceutical quality of the Products offered for sale. No other warranty or condition, statutory or otherwise, expressed or implied shall apply including, without limitation, any warranty as to quality, merchantability or fitness for a particular purpose.

HIKMA SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND FROM ANY CAUSE ARISING OUT OF THE SALE, DELIVERY, USE OR INABILITY TO USE ANY PRODUCT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION. HIKMA'S TOTAL LIABILITY UNDER ANY ORDER SHALL BE SPECIFICALLY LIMITED TO THE VALUE OF THE PURCHASE ORDER EXECUTED WHICH GAVE RISE TO THE DISPUTE.

All Hikma Products must be used, stored and transported as per conditions indicated in their Product monograph.

GOVERNING LAW

Any resulting Order referencing these Terms and Conditions is governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, excluding any conflicts of law provisions. The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

Effective March 23, 2022