

CSL BEHRING CANADA INC.

GENERAL TERMS AND CONDITIONS OF SALE

1. General Terms of Sale

- 1.1. CSL BEHRING CANADA INC. ("CSL") will allow product purchase only to those customers (also referred to in these General Terms and Conditions of Sale as a wholesaler distributor) approved by CSL complying with these General Terms and Conditions of Sale.
- 1.2. Standard payment terms are net 30 days from date of invoice, unless otherwise stated on the invoice.
- 1.3. CSL reserves the right to charge interest of 1.5% per month (18% per annum) on unpaid balance amounts calculated from the date the payment is due until the date that payment is received in full.
- 1.4. Deductions shall not be made to the invoiced amounts unless explicitly approved by CSL in writing.
- 1.5. All orders are subject to acceptance by CSL and any other conditions imposed by CSL at its sole discretion.
- 1.6. CSL has the right to accept orders only partially at its discretion and may deliver ordered amounts in partial deliveries.
- 1.7. All credits must be authorized by CSL writing prior to deduction.
- 1.8. CSL may allocate products among its customers at its sole discretion.
- 1.9. Products will be invoiced at applicable prices as published at the time of receipt of order and are subject to change without notice.
- 1.10. The calculation of "days" in these terms and conditions means "calendar days" unless the references is to "business days" which means business days in the Province of Ontario, Canada.
- 1.11. By placing a purchase order with CSL, the wholesaler distributor is deemed to accept these General Terms and Conditions of Sale, which together with the purchase order and any additional express conditions agreed to by the parties in writing, will form the contract (the "Contract").
- 1.12. The Contract will be governed by the laws of Ontario and the federal laws applicable in Canada.
- 1.13. Wholesale distributors of CSL products shall provide outlet level sales to IQVIA. Additional third-party data vendors must be approved by CSL. and the wholesale distributor shall work with the data vendor to comply with any additional request.
- 1.14. Wholesale distributors of CSL products shall provide CSL. with monthly inventory data by SKU and depot within 1 business day of the end of each calendar month.
- 1.15. Force majeure – CSL shall be excused from any delay or failure in performance hereunder arising out of any cause beyond its control.
- 1.16. In the absence of a deviating written agreement between the customer and CSL, these General Terms and Conditions of Sale govern the relationship between CSL and customer, exclusively.
- 1.17. The wholesaler distributor acknowledges that products sold pursuant to these General Terms and Conditions of Sale may include products for which CSL is itself an authorized distributor.
- 1.18. The wholesaler distributor shall neither assign in whole or in part the provisions of these General Terms and Conditions of Sale.

2. Prohibition on Exports and Provision of Required Data

- 2.1. All products sold by CSL are labelled and approved for sale in Canada only and are not intended for export. No wholesale distributor or third party may resell a product or market, promote, administer or use a product for the benefit of persons or entities located outside of Canada or where it ought reasonably to be aware that the ultimate destination for a product is outside Canada A wholesale distributor of product from CSL shall not: a) export product from Canada to any other jurisdiction; b) offer for resale, sell, consign or otherwise distribute product for export from Canada to another jurisdiction; or c) offer for resale, sell, consign or otherwise distribute product for resale to a party who it knows, reasonably suspects or reasonably should know will: i. export said product from Canada to any other jurisdiction, or ii. sell said product to a further party who it knows, reasonably suspects or reasonably should know will export said product from Canada to another jurisdiction. d) in any way alter the finished CSL product.

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2.2. As a condition for the continued receipt by any Canadian wholesaler distributor of CSL products, such wholesaler distributor must both: a) report all of its sales of CSL products (including historical sales) to CSL or to any third-party designated by CSL when requested, such as IQVIA Institute for Human Data Science ("IQVIA"); and b) consent to the reporting to CSL of this sales information by any such third-party designee. Such wholesaler distributor shall provide this sales information to CSL or its designee in a format and at such intervals as specified by CSL or its designee in writing from time to time. Any such sales information received by CSL or its designee shall be held in confidence and used solely by CSL for the management of its trade terms and sales policies in compliance with all applicable laws.

2.3. The parties confirm that if the wholesale distributor is located in the province of Quebec, that a French version of these Terms and Conditions have been provided to wholesaler distributor. The parties confirm that the Terms and Conditions are available on CSL's Website in both languages and that the parties wish to contract in English. In the event of any inconsistency, the English Terms will prevail if permitted by Applicable Law.

3. Regional Pricing and other Pricing Issues

If a wholesaler distributor purchases CSL product in a Canadian province or territory and ships said product into a different province or territory that has a different product price, the following will take place:

- 3.1. CSL's product will be purchased at the price of the location of the facility/depot from which the product originates.
- 3.2. If the price is lower in the province or territory to where the product is shipped to by the wholesaler distributor, said wholesaler distributor will provide sales data monthly to CSL BEHRING CANADA INC. and CSL BEHRING CANADA INC. will authorize a monthly deduction to reconcile that price difference.
- 3.3. If the price is higher in the Province that the wholesaler distributor is shipping product to, the wholesaler distributor will provide sales data monthly to CSL BEHRING CANADA INC. and the wholesaler distributor will issue payment to CSL BEHRING CANADA INC. to reconcile the difference.
- 3.4. Reconciliation should occur within 30 days.
- 3.5. CSL BEHRING CANADA Inc. has the right to audit the wholesaler distributor for provincial transfers.
- 3.6. For further clarity, wholesaler distributors operating warehouses in a Canadian province or territory must purchase from CSL within that Province. Sales made to a province other than the purchasing Canadian province or territory will need to be reconciled with CSL for the price differences between the location of purchase and location in which the sales are made if applicable.
- 3.7. CSL shall charge and collect all applicable provincial, territorial and federal taxes which may arise from the sale of the products.

4. Transportation / Shipping

- 4.1. All orders for product are shipped Delivered at Place (DAP).
- 4.2. All shipments are by carrier of CSL's choice, including time and route of all order fulfillment.
- 4.3. If a wholesaler distributor requests a different mode of delivery or carrier, any additional costs associated with such a request will be assumed by the wholesaler distributor, unless otherwise agreed in writing.
- 4.4. Title to the products will pass to the wholesaler distributor upon delivery by the carrier to the distribution center as indicated in the product order.

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4.5. In case of emergency and the wholesaler distributor wishes to use their own mode of transport, transportation costs will be incurred by the wholesaler distributor.

5. Claims

Any damages (internal or external), shortages, losses, pilferage, lost in transit or incorrect shipments must be reported to CSL Customer Care at 514-219-7560 within 3 business days of receipt. Visual proof of damage is required. If wholesaler distributor fails to give such notice, then wholesaler distributor will be conclusively presumed to have accepted the shipment and CSL will have no liability to wholesaler distributor for any defects that could have been identified by such inspection or for any discrepancies between the shipment received and the amount of product ordered by wholesaler distributor.

6. Storage and Shipping Requirements

All products must be stored and shipped according to storage/shipping conditions indicated on the label of each product, at all times.

7. Return Policy

7.1. In addition to Section 5, product returns are authorized under the following conditions:

The product is recalled

- 7.1.1. The product is recalled by CSL;
- 7.1.2. The product is discontinued or withdrawn by CSL
- 7.1.3. The product is sold with less than 6 months remaining shelf life (expiration date).
- 7.1.4. The product shipped by CSL., subject to Delivered at Place (DAP) terms for products shipped in error by CSL when returned within ten (10) business days of receipt, subject to storage and shipment requirements.

7.2. Any third party customers who are not direct customers of CSL shall contact their point of purchase ie wholesaler distributor with regards to return requests.

7.3. Products will not be credited to the wholesaler distributor in the absence of a Return Authorization (see section 8) and as per the following:

- 7.3.1. Product is in the original manufacturers' container/packaging and bearing the original manufacturers label.
- 7.3.2. Product has been transported and stored at all times by wholesaler distributor in line with the storage and shipment requirements.
- 7.3.3. Returns are to be sent freight prepaid by the direct account to: CSL BEHRING CANADA INC. 3PL, Accuristix.

7.4. Reimbursement of products, other than returns as per Section 7.1 will be made with the following conditions:

- 7.4.1. Credit will be issued at 90% of current list price for product eligible for credit: Credit memos will be applied to wholesaler distributor's current account.
- 7.4.2. Credits will be issued to direct accounts only.
- 7.4.3. Credits not taken within 1 year (365 days) from the date of issue will expire.

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7.5. No credit on return of products shall be granted by CSL. if:

7.5.1. Products purchased outside of Canada.

7.5.2. Product sold with a "no return" stipulation.

7.5.3. Product not stored at all times in line with the storage shipping conditions required by CSL.

8. Return Authorization Process

8.1. Return Authorization may be obtained via e-mail at canadacontactus@cslbehring.com or by phone via Customer Relations at 1-514-219-7560. The requestor must detail quantity, lot, account number, name, address, email address, phone number and reason for requesting a return.

8.2. CSL will provide the Return Authorization number. Placing a return request via e-mail or phone call does not guarantee authorization from CSL.

8.3. Return Authorization expires sixty (60) days from issuance date of such Return Authorization.

8.4. Return Authorization must be requested within ten (10) business days of receipt of damaged or defective product.

8.5. Products sent to CSL which are ineligible for reimbursement will neither be returned to the shipper, replaced, nor compensated in any form whatsoever.

9. Minimum Shipment

Minimum order amount is \$1000.00 CAD.

10. Drug Information/Inquiries

Communication can be directed to CSL Customer Relations at 1-514-219-7560 or via e-mail canadacontactus@cslbehring.com.

11. Prices

Prices are subject to change without notice. In the case of incorrect pricing charged or pricing claims, no credit shall be issued beyond ninety (90) days of delivery date of product.

12. Product Quality Complaints and Adverse Event Reporting

CSL 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.

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In the specific case of product quality complaints (including the possible associated side effects, lack of efficacy, 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 CSL's Customer Relations at 1-514-219-7560 or to CSLBehringCanada.QA@cslbehring.com within one business day of awareness of a product quality complaint.

The customer agrees that it shall report any adverse events and related information pertaining to FERINJECT to adversereporting@cslbehring.com within one business day of awareness.

Pharmacovigilance Agreement: Wholesaler Distributor must notify CSL BEHRING CANADA, INC. of any planned services other than being a wholesaler as a pharmacovigilance agreement (PVA) needs assessment is required prior to initiation any other services. If a PVA is deemed necessary for a new service to be provided by McKesson, this service shall not begin until the PVA is signed and effective.

13. Modification of Product:

Subject to compliance with applicable laws and regulations, CSL may, in its sole discretion, at any time and from time to time, modify a product as it deems appropriate or necessary or as may be required by any governmental authority, including changes in label, design, production or packaging of a product or withdrawal of a product in response to a governmental authority action, without liability to customers of any kind. The wholesaler distributor agrees to reflect these changes in a timeframe reasonably requested by.

14. Temperature controlled products

Due to the nature of temperature-controlled products, CSL will ship from Monday to Friday. Please contact CSL BEHRING CANADA INC. Customer Relations for further information via phone 1-514-219-7560 or e-mail canadacontactus@cslbehring.com.

15. Termination. Once a purchase order has been accepted by CSL, it is considered binding on both parties. CSL may refuse to accept an order from a wholesaler distributor in the event the wholesaler distributor is otherwise in default of any of these General Terms and Conditions of Sale involving a separate transaction. In the event of an ongoing default by a wholesaler distributor of a Contract, CSL reserves the right to terminate the Contract.

16. Confidentiality. Unless otherwise agreed, the details of the Contract including these General Terms and Conditions of Sale shall remain confidential.

17. Limitation of Liability. The provisions of these General Terms and Conditions of Sale set out the entire liability of CSL (including its employees and agents) to the wholesaler distributor or any third party for breach of Contract, tort or other action or omission.

CSL BEHRING CANADA INC. reserves the right to change any of these terms and conditions at any time, without notice. It is the wholesaler distributor's responsibility to periodically review CSL Behring Canada Inc's website for the most current terms and conditions prior to placing any orders (Last Updated dd/mm/yyyy)

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