



EMERGENT BIOSOLUTIONS CANADA INC

General Terms and Conditions of Sale

Approval

- Emergent BioSolutions Canada Inc ("EBCI") will sell its product only to approved purchasers ("purchaser"). All orders are subject to approval by EBCI.
- EBCI 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.

Application

- These General Terms and Conditions of Sale (the "terms") apply to all product supplied by EBCI to any third party (the "product"), unless another arrangement has been agreed to in writing by EBCI and the purchaser.

Payment Terms

- Standard payment terms are Net 30 days, unless otherwise stated on invoice. Purchaser understands that credit and supply of the product pursuant to these terms may be suspended by EBCI should purchaser's account become overdue or be considered at risk of non-payment by purchaser, in the sole discretion of EBCI.
- All deductions sought by the purchaser must be pre-authorized by EBCI in writing prior to deduction.
- The Product supplied under these terms will be invoiced at prices prevailing in the province where purchaser is located at the time of receipt of order from purchaser, unless otherwise agreed upon between the parties in writing, and are subject to change without notice to purchaser.
- Purchaser is responsible for and shall pay all sales, excise, goods and services taxes, including without limitation all GST, HST, PST and QST, applicable on its purchase of the product from EBCI.

Sales Data

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

Warranty

- EBCI warrants that at the time of delivery, the product (a) shall be free from any material defects in design, material, or workmanship, and (b) shall materially 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. EBCI 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.

- EBCI's sole obligation under any warranty shall be to replace or refund, at EBCI's sole discretion, defective product.

Indemnification and Limitation of Liability

- Purchaser shall indemnify and hold harmless EBCI from and against any claims, actions, damages, liabilities and losses, including reasonable attorneys' fees, which may directly or indirectly result from or relate to death, bodily injury or property damage as a result of (i) purchaser's material breach of these terms, or (ii) any intentional or negligent act or omission of purchaser, or any of its employees, agents, representatives, and/or affiliates
- Neither purchaser nor EBCI shall be liable for any indirect, incidental, consequential, or special damages or losses, including lost profits, even if advised of the possibility thereof. **IN NO EVENT SHALL EBCI'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY THE PURCHASER FOR SUCH ORDER.**

Obligations

- Each Party shall comply with all applicable law, including without limitation all applicable law pertaining to storage, record keeping and retention, reporting, handling, distribution, advertising, marketing, sale, offering for sale, and transportation of the product supplied under these terms.
- Purchaser shall review and make available to any party to whom the purchaser distributes the product, the instructions for use, storage and handling instructions, product warnings and all other information designated by EBCI to be provided with the product, and any other information required to be provided with the product under applicable law, including without limitation any information or materials required to accompany the product by Health Canada. Purchaser and its agents will comply with such instructions and information. Purchaser shall be responsible for the negligent acts and omissions of its employees, agents, affiliates, representatives and distributees, with respect to the product supplied hereunder or any of Purchaser's obligations under these terms.

Allocation

- EBCI shall not be prohibited from supplying, selling and distributing the product to third parties as a result of its



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supply to purchaser. Without limiting the generality of the foregoing, EBCI may supply, sell and allocate product among its customers at its sole discretion.

Prohibition on Exports

- Purchaser shall not export the product. Without limiting the generality of the foregoing, purchaser shall not directly or indirectly by any means or arrangement:
 - (i) Export, offer for resale, resell or consign or otherwise distribute product from Canada to any other jurisdiction, or
 - (ii) Offer for resale, resell or consign or otherwise distribute product to any other person or entity who the purchaser knows or suspects or reasonably ought to know or suspect will export, offer for resale, resell or consign or otherwise distribute from Canada to any other jurisdiction.

Prohibition on Resale

- Unless otherwise agreed to in writing by the parties, purchaser shall not distribute, sell or otherwise transfer the product to any party other than an end user.
- Purchaser shall not distribute product across provincial borders prior to being sold to patients, without prior written approval of EBCI.
- Purchaser shall not act as a Health Canada recognized wholesaler or distributor without entering into a separate agreement with Emergent.
- The transfer or sale of the product purchased to any party other than patients constitutes a material breach of these terms.

Transportation / Shipping

- All product shipments shall be freight prepaid.
- All product shipments shall be by carrier of EBCI's choice.
- Title to product and risk of loss shall transfer to purchaser upon delivery.

Return of Product and No Refunds

- The product is sold on a non-refundable and non-returnable basis and is not eligible for credit.

Confidentiality

- Purchaser agrees that all information relating to its purchase terms including price and these terms are confidential and may not be disclosed to third parties.

Audit

- EBCI reserves the right to audit the purchaser to ensure the product is used as outlined in these terms and as otherwise required by EBCI. Purchaser shall not withhold the right of EBCI to audit under these terms.

Adverse Events/Product Complaints

- Purchaser shall notify EBCI of any adverse event(s) and/or complaint(s) associated with the product, or any product related inquiries as soon as possible, and within twenty-four (24) hours, of purchaser's receipt of such reports or inquiries. Prior to the first shipment of the product, purchaser shall notify EBCI of its contact person for adverse events, product inquires and product complaint reporting. To facilitate EBCI's obligations to comply with global pharmacovigilance regulations and safety reporting requirements, purchaser agrees to provide to EBCI product distribution, product utilization, medical inquiry, product inquiry, adverse event records and all other product compliance, monitoring and safety documentation upon request. Purchaser shall provide all reasonable assistance to EBCI in the event of any adverse event, complaint, recall or claim.

Medical Drug Information/ Quality Inquiries

- Calls can be directed to Emergent BioSolutions Canada Inc. Medical Information at **1-844-898- 0657** (e-mail: Medicalinformation@ebsi.com)

Information/ Ordering Inquiries

- Calls can be directed to Emergent BioSolutions Canada Inc. at **1-877-870-2726** (e-mail: customerservicecanada@ebsi.com).

Governing Law and Language

- 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 EBCI 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 terms 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. EBCI may supplement, delete, modify, amend or otherwise change these terms at any time in its discretion and the most recent version of the terms can be found at <https://www.emergentbiosolutions.com/vendors/>. No changes to the terms will be binding upon EBCI unless made in writing and signed by EBCI. In the event of any conflict between these terms and any other agreement or Purchase Order of purchaser, these terms shall govern.