# TERMS OF SALE & RETURN GOODS POLICY

## TERMS OF SALE

- Standard payment terms are NET 30 days unless otherwise stated on invoice.
- Théa Pharma Inc ("Théa Pharma") will allow product purchase only to those who are approved by Théa Pharma and who comply with this Terms of Sale.
- All orders are subject to acceptance by Théa Pharma and any other conditions imposed by Théa Pharma at its sole discretion.
- Théa Pharma may allocate products among its customers at its sole discretion.
- Products will be invoiced at prices prevailing at the time of receipt of order. Pricing is subject to change without notice.

## PROHIBITION ON EXPORTS

- All products sold by Théa Pharma are labelled and approved for sale in Canada only and are not intended for export.
- A purchaser of Théa Pharma product(s) shall not directly or indirectly by any means or arrangement:
  i. Export any product from Canada to any other jurisdiction,
  ii. Offer for resale, resell or consign or otherwise distribute any product for export from Canada to any other jurisdiction, or
  iii. Offer for resale, resell or consign or otherwise distribute any product to any other person or entity ("further reseller") who customer knows or suspects or reasonably should know or suspect will:
    a) Export any product from Canada to any other jurisdiction, or
    b) Offer for resale, resell, consign or otherwise distribute to any person or entity who further reseller knows or suspects or reasonably should know or suspect will export any product from Canada to any other jurisdiction.

## TRANSPORTATION AND SHIPPING

- Minimum order value for free shipping is $250. Orders below the $250 minimum are shipped at customer's expense.
- Courier services for orders shipped free of charge are selected at Théa Pharma's discretion.

## CLAIMS

- Any damages, shortages, losses, pilferage, lost in transit or incorrect shipments must be reported to Customer Service at 1-888-805-8432 within five (5) working days of receipt.

## STORAGE REQUIREMENTS

- All products must be stored and shipped according to storage/shipping conditions disclosed on the label of each product.

## ADVERSE REACTION REPORTING

- For reporting of complaints, adverse events or for requesting medical information, call Customer Service at 1-888-805-8432 or after normal business hours at 1-866-730-1153 or email orders.canada@theapharma.com.

## RETURN OF PRODUCT

- **Wrong product received/over-shipment/damages**: If Théa Pharma is deemed to be at fault, the customer must advise Customer Service within five (5) working days of receipt. If the wrong product was shipped, Théa Pharma will immediately send a replacement shipment at their expense. Théa Pharma will arrange to return all wrong or over-shipped product at our expense for full credit at purchase price.
- **Short-dated/expired/excess/customer order errors**: The customer will pay for the return courier.
- Théa Pharma will accept returns of stock with less than ninety (90) days to expiry and up to twelve (12) months post expiry for no charge replacement of the same product and cover courier costs of the replacement shipment.
- Discontinued product will be accepted up to twelve (12) months post expiry and credited at purchase price providing an order is placed for replacement stock of the same value.
- Providing the point of purchase is Théa Pharma, all returns must be assigned an RGA (Returns Goods Authorization) number to be accepted. To request a product return, contact Customer Service at 1-888-805-8432.
- Forward return product freight prepaid to:

  **Attn: Returns Coordinator**
  Théa Pharma Inc
  c/o BioScript Logistics Inc
  3425 Wyecroft Road, Unit 5
  Oakville, ON L6L 0B6
  Canada
- All returned product received without an RGA will be refused and returned to the sender.
- Théa Pharma will only accept for credit for unused, undamaged product with lot dating greater than eight (8) months to expiry in original packaging.
- Théa Pharma will accept for return and destruction, but will not credit, the following:
  i. Product with lot dating greater than twelve (12) months expiry,
  ii. Product marked "Professional Sample", "Sample", or "For Clinical Use Only",
  iii. Product that was damaged due to improper storage or exposure to extremes in temperature while in the customer's control,
  iv. Product with lot numbers not originally shipped to the customer,
  v. Product not in its original packaging, or
  vi. Already reconstituted product, partial vials or syringes or vials with broken seals.

## DEDUCTIONS

- Purchasers shall not take any deductions from Théa Pharma invoices unless clearly authorized in writing in advance by Théa Pharma. Unauthorized deductions by customers shall be not valid. Customers must pay the full invoiced amount consistent with the terms of the invoice.