

TERM 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 Inc.”) will allow product purchase only to those who are approved by Théa Pharma Inc. and who comply with the Terms and Conditions of Sale.
- All orders are subject to acceptance by Théa Pharma Inc. and any other conditions imposed by Théa Pharma Inc. at its sole discretion.
- Théa Pharma Inc. 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 Inc. are labelled and approved for sale in Canada only and are not intended for export.
- A purchaser of Théa Pharma Inc. 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 / Shipping

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

Claims

- Any damages, shortages, losses, pilferage, lost in transit or incorrect shipments must be reported to Customer Service at 1-888-805-8432 within 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.

Reporting of Adverse Reactions

- For reporting of complaints, adverse events or for requesting medical information, call our 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 Inc. 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 Inc. will immediately send a replacement shipment at their expense. Théa Pharma Inc. 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 Inc. will accept returns of stock with less than 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 expiration 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 Inc., all returns must be assigned an RGA (Returns Goods Authorization) number to be accepted. To request a product return contact our Customer Service at 1-888-805-THEA (1-888-805-8432).
- Forward return product freight prepaid to:

Attn: Returns Coordinator

Théa Pharma Inc.
c/o BioScript Logistics Inc.,
3278 South Service Rd. West, Unit 5
Oakville, Ontario Canada, L6L 0B1

- All returned product received without a Returns Goods Authorization will be refused by Receiving and returned to sender.
- Théa Pharma Inc. will only accept for credit unused, undamaged product with lot dating greater than 8 months to expiry in original packaging. This involves items that may have been purchased mistakenly by rep or customer. These items will be destroyed upon return.
- Théa Pharma Inc. will accept for return and destruction **(but will not credit)** the following:
 - (i) Product with lot dating +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
 - (vi) Already reconstituted product, partial vials or syringes or vials with broken seals

Deductions:

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