

# STANDARD TERMS AND GENERAL INFORMATION

## General Office Address

Astellas Pharma Canada, Inc.  
675 Cochrane Drive  
Suite 500, West Tower  
Markham, Ontario L3R 0B8  
Telephone: 905-470-7990  
Fax: 905-470-7799

## Astellas Customer Care

Telephone: 1-800-668-8641  
E-mail: [APCA\\_Customer.Service@Astellas.com](mailto:APCA_Customer.Service@Astellas.com)

## Ordering Information

It is the policy of Astellas Pharma Canada, Inc. ("Astellas") to sell its products only to wholesalers and authorized distributors (referred to herein as "Authorized Distributors"). To place an order, an Authorized Distributor must call or e-mail Astellas Customer Care.

### 1. Payment Terms:

Terms of payment are net 30 days from the date of invoice. Invoices are payable in full and no deductions or set-offs are permitted without first obtaining prior written authorization from Astellas. Any claim for a deduction or set-off must be submitted in writing to Astellas Customer Care. Astellas reserves the right to hold orders with past due balances.

### 2. Shipping:

Orders will be shipped F.O.B. Point of Origin with freight and insurance prepaid by Astellas. Orders will be shipped by a carrier selected by Astellas.

If an Authorized Distributor requests shipment via a different carrier or requests special delivery resulting in higher transportation charges, the Authorized Distributor will pay the cost of all such freight charges.

Title and risk of loss to the products shall pass to Authorized Distributor upon delivery to carrier. In the event of loss or damage to product in transit, Authorized Distributor shall receive a credit (for price paid by Authorized Distributor) or replacement of product, at Authorized Distributor's discretion, from Astellas within thirty (30) Days of notice from Authorized Distributor of such loss or damage. Astellas shall maintain adequate insurance covering complete loss or damage (based upon the price paid by Authorized Distributor) in connection with transportation of such product shipments.

### 3. Orders:

All orders are subject to acceptance by Astellas. Astellas may, within its sole discretion, decide not to accept any orders and may place controls on orders and/or allocate supply of product. **Acceptance shall only be by correspondence from Astellas or actual performance by Astellas.**

### 4. Minimum Order:

On Authorized Distributor orders of less than \$1000 there will be a \$25 handling charge to be paid by the Authorized Distributor.

#### **5. Concealed Damage:**

Upon discovery of concealed damage, contact Astellas Customer Care within 5 business days to report the damage. The customer service representative will provide instructions on how to proceed.

#### **6. Visible Damage:**

Any visible damage should be noted on the carrier's bill upon receipt of the order. A request must be made for the carrier's inspector to view the goods in question at that point. **Do not refuse the shipment. Refused shipments due to visible damage will not be credited by Astellas.** Immediately contact Astellas Customer Care and report the product damaged. The customer service representative will provide instructions on how to proceed.

#### **7. Storage and Handling:**

Authorized Distributors are responsible for maintaining proper storage and handling conditions for all products as required by applicable law and as set out in the applicable product labelling.

#### **8. Product Recall:**

Should a product recall or withdrawal be necessary, Astellas will compensate the Authorized Distributor for those expenses incurred in performing all recall services requested by Astellas.

#### **9. Warranties:**

ASTELLAS WARRANTS THAT AT THE TIME OF SHIPMENT, NO PRODUCTS DELIVERED HEREUNDER WILL BE ADULTERATED OR MISBRANDED WITHIN THE MEANING OF THE CANADA FOOD AND DRUGS ACT.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON ANY PRODUCT PROVIDED HEREUNDER EXCEPT THOSE SET FORTH IN THE DESCRIPTION AND DIRECTIONS ON THE LABELING OF SUCH PRODUCTS.

THIS LIMITED WARRANTY SHALL BE RENDERED NULL AND VOID IN THE EVENT ANY SUCH PRODUCTS ARE NOT ADMINISTERED, STORED, HANDLED AND/OR OTHERWISE USED IN STRICT ACCORDANCE WITH THE DESCRIPTION AND DIRECTIONS ON SUCH LABELING.

The Authorized Distributor's remedy for breach of warranty pertaining to the product provided hereunder shall be limited solely to the replacement of such product which, upon examination by Astellas, is determined to be out of compliance with the limited warranty contained hereunder. Any action for breach of warranty must be commenced in writing within twelve months after the date of delivery of such product to the Authorized Distributor.

#### **10. Force Majeure:**

Astellas shall be excused from any delay or failure in performance hereunder arising out of any cause beyond its control or without its fault or negligence. Such causes may include, but are not limited to fires, strikes, embargoes, shortages or unavailability of supplies or raw materials or components from customary sources at customary prices, acts of God, production or delivery problems, labour problems, acts of government, war, sabotage, and acts of customer, inability to secure transportation, national disasters, or discontinuance of a product line.

**11. Remedies:**

Waiver by Astellas of any breach by the Authorized Distributor of these standard terms shall not operate as a waiver of any future breach or as a continuing waiver.

All of Astellas' remedies, whether provided by law, contract or contained elsewhere shall be deemed to be cumulative. The Authorized Distributor shall bear all costs and expenses, including reasonable attorney's fees, incurred by Astellas in enforcing the terms and conditions.

**12. Subject to Other Policies:**

All purchases shall be made in accordance with the payment terms on invoices and such other terms as may be set forth in Astellas' Price List, Returned Goods Policy and other policies in effect from time to time.

**13. Acceptance of Terms:**

These standard terms apply to all sales of Astellas products to Authorized Distributors. Submission of a product order by an Authorized Distributor constitutes acceptance of these standard terms by the Authorized Distributor and agreement to be bound by them with respect to the purchase of said products.

No changes in these standard terms, including any conflicting or additional terms contained in any purchase order or other document submitted by the Authorized Distributor, shall be valid unless approved in writing by Astellas.

**14. Amendment:**

List prices, delivery terms, terms of payment, and other terms stated herein may be changed by Astellas at any time without notice. Prices are subject to all taxes, as applicable, levied by the government (Federal and/or Provincial).

**15. Products Sold Through Authorized Distributors:**

Customers who purchase an Astellas product from an Authorized Distributor should contact his/her respective distributor(s) for more information and details.

**16. Prohibition of Exports:**

All products sold by Astellas Pharma Canada, Inc. are labeled and approved for sale in Canada only and are not intended for export outside of Canada.

An Authorized Distributor who purchases Astellas 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 the purchaser knows, 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.

**17. Reporting of Purchase Data:**

Authorized Distributors of Astellas products are required to report all sales of Astellas products (including historical sales data) to Astellas and/or to any third party designated by Astellas from time to time, such as IQVIA. The information received by Astellas will be held in confidence and used solely with respect to the management of terms of sale and Astellas’ relationship with the Authorized Distributor in compliance with applicable laws (including legislation governing the privacy of personal information). To the extent the Authorized Distributor may, in fulfilling its obligations under this Agreement, collect, use or disclose information about its own customers, the Authorized Distributor shall ensure that it has the required consents from said customer(s) for the collection, use and/or disclosure of such information in accordance with applicable laws.

**18. Breach of Standard Terms:**

Should Astellas have reason to believe that the Authorized Distributor is in breach of these standard terms, pending completion of any investigations it chooses to carry out, Astellas reserves the right, in its sole discretion, to suspend or refuse further sales to the Authorized Distributor.

**19. Returned Goods Policy:**

If an Astellas product was purchased directly from an Authorized Distributor or some other person (other than from Astellas directly), the purchaser must contact the person from whom they bought such product directly for return instructions, as the instructions below apply only to Authorized Distributors.

For all Astellas products purchased directly from Astellas by an Authorized Distributor, Astellas will provide a refund under the following conditions:

The Authorized Distributor may be credited for any Astellas product purchased but not consumed at the time of expiry thereof, in an amount equal to the lower of 100% of the original purchase price or the current list price.

Product refund claims must be received by Astellas no later than 12 months after expiry date. Astellas is not obligated to provide any refund in part or in full for claims received after this 12-month period.

Credits may be given for full or partial bottles, as set out in the table below, but only full syringes, full vials and full ampoules of our injectable products will be credited.

% Returned	Reimbursement - % of Eligible Amount
0 to 24%	0%
25 to 49%	25%
50 to 74%	50%
75 to 99%	75%
100%	100%

Product must be returned in the original packaging and the quantity, product code, lot number and expiry date must be detailed for each product return.

These conditions are subject to change at the sole discretion of Astellas. Authorized Distributors will be notified of future changes by Astellas posting the updated terms, including the date such terms take effect, on the Astellas Pharma Canada website ([www.astellas.com/ca](http://www.astellas.com/ca)).