



## Omega Laboratories Limited Standard Conditions of Sale

These terms and conditions of sale (“Sales Policy”) will exclusively govern the sale by Omega Laboratories Limited (“Omega”) of all pharmaceutical products (“Products”) to you (the “Buyer”) unless there is a separate sale agreement expressly governing such sale, executed by both Omega and Buyer, in which case such agreement shall govern. Acceptance by Omega of the Buyer’s purchase order(s) is expressly conditioned on the Buyer’s assent to this Sales Policy. Any conflicting or additional terms and conditions and any provisions of any other offer, proposal, agreement, invoice, order or other document or communication shall be of no force or effect. Omega reserves the right to change the website and these Standard Conditions of Sale from time to time without notice.

### Terms:

- A purchase order accepted by Omega shall be non-cancellable unless otherwise agreed to by Omega in writing.
- Full payment is due net thirty (30) days from invoice date.
- All accounts are payable by cheque, bank transfer or money order.
- Payment by credit card is **only** accepted if payment is received **within 48 hours of the invoice date.** Payment by credit card will **not** be accepted 48 hours after the invoice date.
- On orders of less than \$500.00 before taxes, a \$75.00 handling and shipping fee applies.

### Shipping & Delivery:

Routine shipping from Omega distribution centers usually occurs within 48 hours following the receipt of orders. Some orders may require completion from a secondary distribution point. Depending on your distribution zone, your order should arrive within one to five days from shipment. Shipping timing is not guaranteed and Omega accepts no liability for delayed shipment. Upon delivery of the Product at the port or airport or shipment address or to the carrier indicated by the Buyer, as applicable, the responsibility of Omega shall cease, with the responsibility for the order and Products being immediately transferred to the Buyer, which thereafter will assume all costs and other charges arising out of this operation, including, but not limited to, all care required for the Products’ transportation.

### Special Handling:

Products shall be shipped through standard shipping channels as determined solely by Omega. Buyers requesting specific or special order handling (i.e. air freight, air parcel post, etc.) shall pay the greater of CAD \$75.00 or the actual cost.

### Warranty:

**OMEGA WARRANTS THAT ITS PRODUCTS COMPLY WITH RELEVANT LAWS AND REGULATIONS AT THE TIME OF SHIPMENT FROM OMEGA FACILITIES. OMEGA MAKES NO OTHER EXPRESSED OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, THE BUYER AGREES THAT THERE IS NO EXPRESSED OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. OMEGA SHALL NOT BE FOUND LIABLE FOR ANY MONETARY DAMAGES OF ANY KIND WHATSOEVER RELATED TO THE USE OF THE PRODUCTS, AND ANY AND ALL RISK OF SUCH USE IS HEREBY SPECIFICALLY ASSUMED BY THE BUYER.**

### Pricing & Availability:

The content and information in the catalogue and website including but not limited to pricing and availability of Product is subject to change without notice.

### Contract Default Compensation:

Requests for contract default compensation must be received within six months of purchase date from alternate supplier. Alternate product must be equivalent. Compounded products or different products used as a clinical alternative will not be reimbursed.



## Return Policy

- Returns must be sent prepaid and must be pre-approved by Omega in advance and in writing. For the return to be considered for credit, a Return Merchandise Authorization (RMA) number must be obtained by contacting Omega's customer service department. A valid Return Merchandise Authorization (RMA) number must accompany all returns for proper credit.
- RMA Numbers are valid for 90 days from issuance. Expired RMA Numbers will be considered invalid and no credit will be issued.
- Buyers may return Products that expired in the last 5 months. A credit of 75% of the purchase price will be given only following Omega's inspection and approval of the merchandise in Omega's sole discretion. A minimum credit value of \$60.00 is required. For the avoidance of doubt, this clause 3 does not apply to Products that are not eligible for a credit.
- Buyer order errors may be returned prepaid to Omega within 3 business days of receipt, subject to a 25% restocking fee. This clause 4 does not apply to Products that are not eligible for a credit.
- Credit will be allowed toward future purchases of any Omega Products. Credits from returned goods are valid for one (1) year from the date of issuance.
- Only Products purchased directly from Omega are eligible for credit from Omega.

### RETURNS NOT ELIGIBLE FOR CREDIT

- Product not in their original unopened packages and partial boxes;
- Products which have been involved in a fire or bankruptcy sale;
- Products that have been held, stored, shipped, or returned in a container that casts doubt on the safety, identity, quality, strength or purity of the Products;
- Products purchased to fulfill a competitor's contract requirements during their back order;
- All unused or overstock Products, such as claims due to the termination or end of a contract;
- Refrigerated Products;
- Antiseptic solutions;
- Sterile empty vials;
- Discontinued Product;
- Off-contract Expired Products; and
- The following Products:

DESCRIPTION	PRODUCT CODE
Benzotropine Mesylate Injection USP 2 mg/2 mL (1 mg/mL)	L0010081
Charcoal, Activated – Charac®-25	L0070001
Charcoal, Activated – Charac®-50	L0070002
Charcoal, Activated with Sorbitol – Charac®-Tol 50	L0070004
Dextrose and Sodium Chloride – Sclerodex® (pack of 50 & pack of 5)	L0010034 / L0010035
Granisetron Hydrochloride Injection 1 mg/mL (1mL & 4 mL)	L0010145 / L0010141
Magnesium Hydroxide & Cascara Extract – Cas-Mag®	L0070008
Mineral Oil, Light Sterile	L0010120
Naloxone Hydrochloride (Injectable) 0.4 mg/1 mL	L0010249
Naloxone Hydrochloride Injection 0.4 mg/mL (1 mL & 10 mL)	L0010222 / L0010223
Naloxone Hydrochloride Injection 1 mg/mL (2 mL)	L0010224
Nitroglycerin for Injection USP 50 mg/10 mL (5 mg/mL) - Nitroject®	L0010046
Scopolamine Hydrobromide Injection 0.4 mg/mL & 0.6 mg/mL	L0010083 / L0010084
Sodium Tetradecyl Sulfate – Tromboject® 1% (2 mL)	L0010049
Sodium Tetradecyl Sulfate – Tromboject® 3% (2 mL/5 mL)	L0010050 / L0010051

### Shipping Errors / Damaged Shipments:

Products undisputedly shipped in error by Omega are subject to 100% replacement credit if reported to Omega within ten (10) days of receipt and returned to Omega in original condition within 25 days of receipt. Products undisputedly damaged in transit are subject to 100% replacement credit if reported to Omega within ten (10) days of receipt and returned to Omega within 25 days of receipt. Contact Omega Customer Service to report shipping errors or damaged shipments.