

# SEQIRUS CANADA INC. TRADE POLICY

## GENERAL TERMS AND CONDITIONS

### **Distribution**

Seqirus Canada Inc. ("Seqirus") products are sold only to Seqirus authorized wholesalers, self-distributing chains, distributors, hospitals and Healthcare Professionals, Vaccination and Travel Clinics, at the discretion of Seqirus. Pharmacies, wholesalers and self-distributing chains may sell, transfer or otherwise distribute products to authorized distributors. Seqirus will not accept orders from any person who does not comply with these terms of sale.

A purchaser of product from Seqirus shall not:

- a) Export product from Canada to any other jurisdiction;
- b) Sell product for export from Canada to another jurisdiction; or
- c) Sell product for resale to a party who it knows, reasonably suspects or reasonably should know will:
  - i. Export said product from Canada to any other jurisdiction, or
  - ii. Sell said product to a further party who it knows, reasonably suspects or reasonably should know will export said product from Canada to another jurisdiction.

d) In any way alter the finished Seqirus product

As a condition for the continued receipt by any Canadian wholesaler or distributor of Seqirus products, such wholesaler or distributor must both:

- a) Report all of its sales of Seqirus products (including historical sales) to Seqirus or to any third party designated by Seqirus, such as IMS Health Canada Limited ("IMS"); and
- b) Consent to the reporting to Seqirus of this sales information by any such third party designee. Such wholesaler or distributor shall provide this sales information to Seqirus or to the Seqirus designee in a format and at such intervals as specified by Seqirus or by Seqirus's designee in writing from time to time. Any such sales information received by Seqirus or its designee shall be held in confidence and used solely by Seqirus for the management of its trade terms and sales policies in compliance with all applicable laws.

### **Quality Assurance**

The PURCHASER of product agrees to allocate resources and processes in relation to Quality Assurance for the Processing of the Products according to the principles of cGMP as described in the current edition of the Health Canada Good Manufacturing Practices and Pharmaceutical Inspection Convention (PIC/S) regulations. The responsibilities are, but not limited to: handling of recalls; good manufacturing practices storage standards aligned with product requirements; destruction of product; appropriate quarantine of products, appropriate management of complaints and deviations, and will adhere to GDP or Good Distribution Practices Health Canada guidelines.

### **Arbitrage**

Arbitrage shall not be permitted. For further clarity, wholesalers and distributors operating warehouses in a Province must purchase from Seqirus, within that Province. Customers' sales made to a province other than the purchasing Province will need to be reconciled with Seqirus for the price differences between the Province of purchase and Province in which the sales are made.

## ORDERING INFORMATION

- Minimum of \$500 per order required for influenza vaccines.

### **Prices**

Prices are subject to change without notice. In the case of incorrect pricing charged or pricing claims, no credit shall be issued beyond ninety (90) days of delivery date of product.

### **Terms of Payment**

Net thirty (30) days from date of invoice.

An early payment discount of 0.5% is granted for invoices paid within twenty (20) days from date of invoice.

Unless otherwise authorized by Seqirus, Healthcare Professionals and Travel/Vaccination Clinics accounts are credit card payment only.

No early payment discounts. Billed on date of order.

### **Product Quality and Medical Complaints**

Seqirus shall have the sole right and responsibility to take such actions with respect to any of its products as would normally be taken-in accordance with accepted business practices and legal requirements when it comes to responding to any complaints relating to its products.

In the specific case of medical and/or quality complaints (including the reporting of possible side effects, adverse drug reactions or injuries, irrespective of seriousness or severity), the following rule will apply: The customer agrees that it shall provide all available information and refer any such complaints which it receives to Seqirus Medical Information department (phone 1-855-358-8966; email ca.medicalinformation@seqirus.com) within twenty-four (24) hours of initial knowledge of a medical quality complaint.

Seqirus shall be responsible for filing with the Therapeutics Product Division of Health Canada ("TPD"), as required by the Regulations, any adverse reactions reports which it receives directly from third parties, including its customers and participating members.

### **Refrigerated Products**

Due to the nature of refrigerated products, Seqirus will only ship refrigerated product, Monday through Wednesday and Thursday if the shipment meets specific Seqirus shipping criteria. Please contact Seqirus Customer Relations for further information at 514-631-6775 ext. 1355 or by email at manon.chevrier@seqirus.com.

### **Shipment and Transportation**

Unless otherwise agreed to by Seqirus, Seqirus will determine the time, route and carrier for all orders. Freight for such orders is paid for by Seqirus. If special delivery services are requested, any additional costs associated with such request will be assumed by the customer and such amount will be added to the invoice. Customers must contact Seqirus Customer Relations at 514-631-6775 ext. 1355 within five (5) working days from delivery date to report any damage or to make a shortage claim. Failure to do so will relieve Seqirus from any liability for the claim.

Customers must indicate the specific item(s), and quantity damaged or shorted and sign on all copies of the carrier bill of lading. A photocopy of the customer's copy of the bill of lading together with the claim for credit must be sent to Seqirus Customer Relations at manon.chevrier@seqirus.com within twenty (20) working days. The customer must retain the original copy of the bill of lading.

## RETURN POLICY

**Influenza vaccines are sold as non-returnable.**

### **Procedure for Returning Product**

#### Expired Products

Expired Seqirus product returns are to be destroyed by the customer at their charge. No credit will be granted.

#### Damaged Products

The customer must obtain authorization within ten (10) working days after the delivery of vaccines from Seqirus Customer Relations before returning damaged products. Only pre-approved return authorization for damages during transit will be credited at 100% of the price paid by the customer if the return of vaccines takes place within the delay indicated on the return authorization.

#### **Credit Refused For**

- Products damaged by fire, smoke, heat, water, negligent act or omission, improper storage on customer property, or involved in fire or bankruptcy sale.
- Products not in original packaging, repackaged, over-labeled or price stickered.
- Products of good dating (unexpired), even if product has been discontinued.
- Products ordered in error by customer.
- Products purchased outside of Canada.
- Product sold with a "no return" stipulation.

**Seqirus reserves the right to change any of these terms and conditions, at any time, without notice.**

(Last update: Feb. 2017)

