

GENERAL TERMS OF TRADE



1. **General**

- 1.1. These General Terms of Trade (“**Terms**”) are effective October 1st, 2024 and govern all direct purchases and returns of any prescription pharmaceutical products (“**Products**”) sold by Lundbeck Canada Inc (“**Lundbeck**”), in Canada to a purchaser who i) has been approved under these Terms ; ii) has a Quality Agreement in place with Lundbeck; and iii) has a valid license or permit and is otherwise authorized to possess, handle and sell Products (“**Purchaser**”).
- 1.2. These Terms govern the relationship between Lundbeck and Purchaser to the exclusion of any other terms and conditions, including any provisions of a purchase order or other similar document submitted by Purchaser unless explicitly stipulated in a written agreement signed by an authorized representative of Lundbeck.
- 1.3. By submitting an order for Products, Purchaser is deemed to have accepted these Terms. Purchaser is also bound to adhere to i) all relevant federal, provincial, territorial and local laws and regulations concerning the storage, shipment, and distribution of Products, including compliance with the Food and Drugs Act, the Food and Drug Regulations, Health Canada’s Good Manufacturing Practices (“**GMP**”), and other related policies and guidelines, as well as ii) laws governing fraud, abuse, privacy, and the prohibition of kickbacks or other commercial practice restrictions (together “**Applicable Laws**”).
- 1.4. Purchaser’s failure to comply with these Terms may cause Lundbeck to limit, suspend or terminate Purchaser’s ability to purchase Products and Lundbeck has the right to cease shipments to Purchaser if it believes Purchaser has failed to comply with these Terms.

2. **Orders**

- 2.1. Orders may be placed by Electronic Data Transfer (“**EDI**”) or by emailing Accuristix Customer Care at csrLundbeck@accuristix.com).
- 2.2. All orders are subject to acceptance by Lundbeck, and any other conditions imposed by Lundbeck at its sole discretion. Upon notice to Purchaser, Lundbeck may cancel any order or any part thereof for any reason (including Purchaser’s purchase or sale of products in a manner inconsistent with Applicable Laws and/or these Terms). Upon cancellation, Purchaser agrees to waive all claims for damages including, but not limited to, any loss of anticipated profits.
- 2.3. Products will be invoiced at prices in effect at the time Purchaser’s order is received, according to the current Lundbeck list price of Products. All 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 the delivery date of Product.
- 2.4. Purchaser is solely responsible for payment of any tax, duty, custom or other fee imposed by any federal, provincial or local government authority on Product purchases. Prices are exclusive of any such tax, duty, custom or fee and if Lundbeck is collecting same, it will be added to the invoice as a separate line item.
- 2.5. Standard payment terms are net 30 days from date of invoice.
- 2.6. Lundbeck reserves the right to charge interest of 1.5% per month (18% per annum) on unpaid balance amounts calculated from the date the payment is due until the date that payment is received in full by Lundbeck.
- 2.7. Payment of invoices to Lundbeck shall be done by way of EFT (ACH/Wire) made payable to Lundbeck Canada Inc, 2600 Boul. Alfred-Nobel, Bureau 400, Ville St-Laurent, Quebec Canada H4S 0A9.
- 2.8. Invoices are payable in full and no deductions or set-offs are permitted without first obtaining the written authorization from Lundbeck. Such claims must be submitted in writing by email AccountsReceivable@accuristix.com .
- 2.9. All credits must be authorized by Lundbeck in writing prior to deduction and all credit notes must be taken within ninety (90) days of authorization.
- 2.10. Lundbeck may allocate available Products among its customers or based on Lundbeck’s own requirements, without liability and at its sole discretion.
- 2.11. Minimum Orders - The minimum order amount is \$2,500 CAD. When possible, order in quantities shown in the table below or multiples thereof.

Brand- UPC	Multiples of
TRINTELLIX - 626873454025; 626873454032; 626873454049 CIPRALEX BLISTER- 626873039734; 626873039758 CELEXA BLISTER - 626873106535; 626873106726	108 units
CELEXA BOTTLE- 626873105859; 626873105873 CIPRALEX BOTTLE- 626873039741 CLOPIXOL BOTTLE- 626873108805; 626873109000 FLUANXOLTABS - 626873470148; 626873470155	60 units
CLOPIXOL DEPOT- 626873109208 FLUANXOL DEPOT- 626873117920; 626873117937	40 units
VYEPTI - 626873555197; 626873564946	84 units

3. Reporting of Purchase/ Sales Data

- 3.1. Purchaser shall provide outlet level (retail and hospitals) sales (dollar value and units) to Lundbeck and/or to, IQVIA or any other third-party vendors designated by Lundbeck. Purchaser is also required to report any requests received for the export of Lundbeck Products and any suspected exports of Lundbeck Products that come to the attention of the Purchaser. Any such sales information received by Lundbeck, or any other third-party data vendors designated by Lundbeck, shall be held in confidence and used solely by Lundbeck for the management of its trade terms and sales policies. Failure to provide this information may require Lundbeck to suspend or refuse sales until such time as the Purchaser agrees to provide this information.
- 3.2. Purchaser shall provide Lundbeck with monthly inventory data by SKU and depot within 1 business day of the end of each calendar month.

4. Prohibition on Exports

- 4.1. All Products sold by Lundbeck are exclusively labelled and approved for sale in Canada and are not intended for export.
- 4.2. Purchaser shall not directly or indirectly by any means or arrangement:
- 4.2.1. Export any Product from Canada to any other jurisdiction or
- 4.2.2. Offer for resale, resell or consign or otherwise distribute any Product for export from Canada to any other jurisdiction, or
- 4.2.3. Offer for resale, resell or consign or otherwise distribute any Product to any other person or entity ("Further Reseller") who the Purchaser knows or suspects or reasonably should know or suspect will:
- 4.2.3.1. Export any Product from Canada to any other jurisdiction, or
- 4.2.3.2. 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.
- 4.2.3.3. In any way alters the finished Product and exports it.
- 4.3. No license, express or implied, is granted with respect to the Products under intellectual property rights existing under the laws of Canada or any other country outside Canada. Exporting or permitting the export of Products may violate laws and infringe on intellectual property rights of Lundbeck or third parties in Canada, the United States or other countries.

5. Regional Pricing for Listed Products

- 5.1. For any listed Products, Lundbeck Product will be purchased at the relevant provincial/territorial Lundbeck list price in effect where the facility/depot of the Purchaser making the order is situated.
- 5.2. The purchase price of the listed Product shall be reconciled monthly to account for any difference between the Lundbeck list price permitted by Applicable Laws in the province/territory where the Product was sold, and the effective price originally paid by the Purchaser to Lundbeck for such listed Product.
- 5.3. When the effective price paid by Purchaser is higher than the provincial/territorial Lundbeck list price applicable to the Product in the province/territory where it was sold, the Purchaser will provide sales data monthly to Lundbeck and Lundbeck will authorize a monthly deduction to reconcile the price difference, which deduction will be authorized in 30 days of the reconciliation.
- 5.4. When the effective price paid by the Purchaser is lower than the provincial/territorial Lundbeck list price applicable to the Product in the province/territory where it was sold, the Purchaser will provide sales data monthly to Lundbeck and the Purchaser will issue payment to Lundbeck for the difference within 30 days of the reconciliation.

- 5.5. Without limiting any audit rights hereunder, Lundbeck has the right to audit Purchaser relating to any such reconciliation of provincial/territorial pricing.

6. Storage/Shipping/Title

- 6.1. All Products must at all times be stored and shipped according to storage/shipping conditions indicated on the label of each Product, and in the accompanying documentation, if applicable.
- 6.2. All orders are shipped freight prepaid, DDP by a carrier of Lundbeck's choice, including time and route of all order fulfillment.
- 6.3. If a Purchaser requests a different mode of delivery or carrier, any additional costs associated with such a request will be assumed by the Purchaser, unless otherwise agreed in writing. In case of emergency and where the Purchaser wishes to use their own mode of transport, transportation costs will be assumed by the Purchaser.
- 6.4. Lundbeck will maintain the standard and customary practice of shipping Product with a minimum remaining shelf life of 12 months (for oral solid products) or 6 months (for biological/infused/injectable products) from the date of shipment. If any Product is required to be shipped with less than the minimum shelf-life requirement, Lundbeck will obtain written consent from Purchaser.
- 6.5. Temperature Controlled and Cold-Chain Products. Lundbeck will ship from Monday to Friday except for i) cold chain Product orders which shall not to be shipped on Fridays or one business day prior to a statutory holiday and ii) cold chain orders that are two-day points shall not be shipped on Thursdays or Fridays or two business days prior to a statutory holiday. All cold chain shipments shall be shipped using a qualified cold chain Pack-Out systems Credos and DuraCubes, qualified for a maximum delivery time of 96 hours. For any questions related to shipping requirements please contact Accuristix Customer Care csrLundbeck@accuristix.com or call Lundbeck Service Line 1-866-610-8338.
- 6.6. Title to the Products will pass to the Purchaser upon delivery by the carrier to the destination as indicated in the Product order. Signature of any Delivery note or any other documentation made out in the name and address of Customer shall constitute prima facie proof of the proper Delivery of the Products to Customer.

7. Claims

Any damage (including concealed damage*), shortages, losses, pilferage, claims for Product lost in transit or incorrect shipments must be reported to Accuristix Customer Care email csrLundbeck@accuristix.com within 3 working days of receipt or of damages having been noticed. Visual proof of damage is required to investigate the root cause.

**Concealed damage is defined as freight that may have been damaged during the transit, however, the damage was not noted on the proof of delivery report (POD).*

8. Return Policy

- 8.1. Purchaser shall ensure that any third parties at any tier to whom Purchaser sells the Product address any return requests to Purchaser. Lundbeck is not responsible for handling return requests from such third Parties.
- 8.2. Returned Product must be returned in the same condition as it was received and must be sent freight prepaid by the direct account to Lundbeck as per the Return Authorization.
 - 8.2.1. Products shipped in error or ordered in error may be returned for credit, when returned within ten (10) business days of receipt, and only if there is proof that Product has at all times been transported and stored according to the storage and shipment requirements. The resulting accounting adjustment or credit will be communicated to the Purchaser in due time.
 - 8.2.2. Expired, discontinued, or withdrawn Product may be returned for credit, subject to the following conditions:
 - 8.2.2.1. Product is in the original manufacturers' container/packaging and bears the original manufacturer's label.
 - 8.2.2.2. Product is received within 6 months post expiration date.
 - 8.2.2.3. Product must be transported and always stored by Purchaser in accordance with the storage and shipment requirements.

- 8.2.2.4. Return Authorization is granted per the Section 9 below (Return Authorization Process).
Products will not be credited in the absence of a Return Authorization.
- 8.3. Reimbursement of returned Products, other than returns as per Section 8.2.1 will be made subject to the following conditions:
- 8.3.1. Credit will only be issued if the return is in line with this Section 8 (Return Policy).
- 8.3.2. Credit will be issued at 90% of current list price for Product eligible for credit. Credit memos will be applied to customer's current account.
- 8.3.3. Credits will be issued to direct accounts only.
- 8.3.4. Credits not used within ninety (90) days from the date of issue will expire.
- 8.3.5. Lundbeck will not issue credit or accept charges/deductions for administrative, handling, or freight charges associated with the return of a Product to Lundbeck.
- 8.4. All returned Product received without proper documentation and storage and shipment requirements will, at Lundbeck's discretion, either be returned to sender or destroyed, in which case no credit shall be granted by Lundbeck.
- 8.5. Notwithstanding the above, Products recalled by Lundbeck shall be fully credited.
- 8.6. **Returned Goods NOT Eligible for Credit**
Lundbeck will accept for return and destruction (**but not for credit**) the following:
- 8.6.1. Product exceeding 6 months post-expiration.
- 8.6.2. Product marked "Professional Sample", "Sample", or "For Clinical Use Only".
- 8.6.3. Injectable and Infused Products are excluded from credit eligibility. Once these Products have been sold, they are considered final sale due to their specialized nature as well as their specific storage and handling requirements.
- 8.6.4. Product destroyed or damaged from causes such as fire, water, smoke, temperature extremes, involved in bankruptcy sale, or that has otherwise deteriorated due to improper storage or other conditions occurring after shipment and beyond the control of Lundbeck.
- 8.6.5. Product not in its original packaging, including packages/containers with labels added to or removed from original manufacturers package/container.
- 8.6.6. Product resulting from an overstock or inadequate inventory practice.
- 8.6.7. Products returned with illegible or missing lot number and/or expiration date.
- 8.6.8. Opened and less than full unit containers.
- 8.6.9. Products of good dating (unexpired) but discontinued.
- 8.6.10. Products purchased outside of Canada.
- 8.6.11. Product sold with a "no return" stipulation.
- 8.6.12. Product not stored, at all times, in accordance with the storage shipping conditions.

9. Return Authorization Process

- 9.1. Return Authorization must be obtained by e-mailing Accuristix Customer Care csrLundbeck@accuristix.com or by contacting Lundbeck Service Line 1-866-610-8338 detailing quantity, lot, account number, name, address, email address, phone number and reason for return.
- 9.2. Lundbeck will provide the Return Authorization number. Placing a return request via e-mail or phone call does not guarantee authorization from Lundbeck.
- 9.3. Return Authorization expires sixty (60) days from issuance date of such Return Authorization.
- 9.4. Return Authorization must be requested within three (3) working days of receipt of damaged Product.
- 9.5. Products sent to Lundbeck which are ineligible for reimbursement will neither be returned to the shipper, replaced, nor compensated in any form whatsoever.
- 9.6. Title and risk of loss for any returned Products shall only pass to Lundbeck upon receipt by Lundbeck at Accuristix' facility.

10. Product Inquiries and Reporting of Adverse Events

For Product inquires or to report Adverse Events (irrespective of seriousness or severity including side effects, lack of efficacy, adverse drug reactions): Purchaser shall provide all available information to Lundbeck 's Medical Information and Pharmacovigilance Department within twenty-four (24) hours of awareness by calling 514-844-8088 or 1-866-880-4636, by fax 514-844-8125, or by email to canadamedicalinformation@lundbeck.com.

11. Product Quality Complaints

Purchaser shall contact Lundbeck within one (1) business day from awareness to report any Quality Complaints (as defined in the Quality Agreement) in relation to Product(s) and must include any allegations claiming deficiencies related to the identity, quality, safety, efficacy or purity of Product(s). Lundbeck shall advise Purchaser on procedure for returning complaint sample to Lundbeck.

12. Warranty/Limitation of Liability

12.1. All Products sold by Lundbeck will (i) meet Products' specifications and (ii) be manufactured in accordance with GMP and Applicable Laws. Except as otherwise specified in these Terms, there are no warranties or conditions, expressed or implied, arising from statute, course of dealing, usage of trade or otherwise, including any implied warranty or condition of merchantability, quality, or fitness for a particular purpose, made by Lundbeck to the Purchaser.

12.2. Lundbeck's aggregate liability to the Purchaser for any loss (asserted by the Purchaser or third parties) of whatever nature shall be limited to the price of the Products delivered pursuant to an order accepted by Lundbeck resulting in such claim.

12.3. Lundbeck shall not be liable for any indirect, incidental, special, punitive, exemplary, or consequential loss (including without limitation loss of profit, business, and goodwill) arising out of these Terms or any orders. The limitations and exclusions set out herein will apply regardless of the cause of action, whether in contract, extra-contractual civil liability, tort (including negligence) or otherwise, and even if Lundbeck has been advised of the possibility of such damages.

13. General Provisions

13.1. **Force majeure** - Lundbeck shall not be liable, directly or indirectly, for non-delivery, delays in performance, or any other failure to comply with its obligations under these Terms and shall be excused from any such delay or failure hereunder arising out of any cause beyond its control.

13.2. **Audits** - Lundbeck shall have the right to audit, within regular business hours and with reasonable notice, all books and records of the Purchaser pertaining to the Lundbeck Products to validate compliance with these Terms. This right shall be at Lundbeck's discretion, without cause, once per calendar year, except in situations where Lundbeck has reason to believe that the Purchaser has violated these Terms, in which case, Lundbeck may audit at any time without notice.

13.3. **Severability** - If any provision of these Terms is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired.

13.4. **Assignment/Successors** - Purchaser may not assign these Terms without the prior written consent of Lundbeck and these Terms shall bind all permitted successors and assigns of the Purchaser.

13.5. **Waiver** - Failure or delay to enforce these Terms shall not be a waiver of such rights unless in writing, and waiver of a breach shall not be a waiver of any future breach.

13.6. **Governing Law** - These Terms as well as their execution, interpretation, validity and effects are subject to the laws of the Province of Quebec and to the laws of Canada applicable therein.

13.7. **Language (applicable only if the Purchaser is situated in Quebec)**- Purchaser confirms that a French version of these Terms was provided to the Purchaser prior to this English version of these Terms and that the Purchaser then requested the English version. Only this English version of the terms governs the relationship of the parties.

These Terms are subject to change at any time, upon notice to Purchaser. Notice of any change may be given by fax, email or other electronic means and shall be effective immediately. (Last Updated 01 October 2024)