

## TERMS AND CONDITIONS OF SALE

### TERMS

Unless otherwise stated on the invoice or under applicable law, the terms of sale are thirty (30) net days. Any portion of an invoice that is the subject of a dispute must be reported to Teligent Customer Service at the time of receipt of the invoice using the telephone number on the invoice or by email at [Canada\\_customerservice@teligent.com](mailto:Canada_customerservice@teligent.com). Any portion of an invoice for which the dispute is not validated must be paid in accordance with the terms of sale.

### GUARANTEE

Teligent warrants that at the time of shipment, no product delivered will be falsified or improperly marked. There are no other warranties, expressed or implied, including any warranties of merchantability or fitness for a particular purpose on any product provided under this policy. This limited warranty will become void if any product is not administered, processed or otherwise used in strict accordance with the description and instructions on the label. The Customer's remedy for breach of warranty with respect to the product supplied shall be limited to the replacement of that product which, after examination by Teligent, will prove to be non-compliant with the limited warranty contained herein.

### TRANSPORTATION COSTS

Shipping charges on all orders over \$500 for Ontario and Quebec and \$750 for all other provinces will be waived by Teligent for all customers in Canada, using the most economical routing consistent with the provision of reasonably prompt service. Any customer may request delivery by special means. In such cases, the difference between regular cost and the special cost will be charged to the customer.

### MINIMUM ORDER

Minimum Shipment Value Orders placed with a product value of less than \$500 for Ontario and Quebec and \$750 for all other provinces (before any applicable sales tax) will be subject to shipping charges.

### RETURNS

Returns are not permitted in the following cases:

- Any product not purchased from Teligent
- Any injectable, liquid or narcotic products
- Any product purchased under a "special order"
- A product whose expiration date exceeds 3 months
- Partial units
- Products that are not in their original unopened packaging
- Products marked or degraded in any way
- Products damaged by fortuitous events, fire, smoke, water or engaged in a bankruptcy sale
- Incorrectly stored products
- Products requiring refrigeration

### LIABILITY

Teligent cannot be held liable for any failure to fulfil any contract or supply any materials for causes beyond its control. These include but are not limited to, labour disputes, fires, explosions, riots, injunctions, interruption of transportation, unavoidable accidents or force majeure.