

**CAPLIN STERILES USA INC**  
**STANDARD TERMS AND CONDITIONS OF SALE**

1. **ORDERS.** All orders are subject to acceptance by Caplin Steriles USA Inc. (“Caplin”/ “Seller”). These terms and conditions of sale (“Terms and Conditions”) shall apply to all orders for Caplin products (“Products”). By submitting an order for a Product, an individual or entity (“Customer”/ “Buyer”) accepts and agrees to comply with these Terms and Conditions. If a Customer’s order, acceptance, confirmation or other communication from Customer includes any term or condition contrary to, or in addition to, the terms and conditions stated herein, those terms and conditions that contradicts these terms and conditions shall not be effective unless Caplin expressly agrees for those terms and conditions in writing. Customer’s communication of contrary or additional terms and conditions shall be construed as an offer to supplement and/or amend Caplin’s terms and conditions and such offer shall be deemed to be rejected unless accepted by Caplin in writing.
2. **RESTRICTION ON RESALE.** Customer shall not resell any Products, except that if Customer is a wholesaler or distributor of any Products, Customer may comply with this provision by causing each third-party purchaser to whom Customer sells Products (each a “Third Party Purchaser”) to agree that such Third-Party Purchasers shall not resell any Products purchased under these **Terms** and Conditions. For the purpose of these Terms and Condition, “resell” shall not include dispensing or administering the Products to an individual patient pursuant to a valid prescription. In case of such Resale, the Customer will be selling the Product as a Principal and not as an agent of Caplin.
3. **OWN USE.** To the extent Customer is a non-profit entity subject to 15 U.S.C. § 13c (the Non-Profit Institutions Act), such as but not limited to non-profit hospitals, Customer’s Product purchases must be for Customers “own use,” as that term has been interpreted by the United States Supreme Court defined in Abbott Laboratories, et al v. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976), subsequent case law, and the Federal Trade Commission. Caplin also reserves the right to not honor future Product orders from Customer if Caplin suspects that Customer or a Third-Party Purchaser to whom Customer sells has violated or is likely to violate the provisions in this Section 3 or Section 2 above.
4. **RESTRICTION ON EXPORTS.** Customer shall not, and if Customer is a wholesaler or distributor of any Products, Customer shall cause each Third Party Purchaser to agree that the Third Party Purchaser shall not, sell, export, or distribute, directly or indirectly, any Products purchased under these Terms and Conditions to any location or territory outside of the United States, or take any action that is likely to result in such sale, export, or distribution outside the territory of United States. Caplin shall have the right to suspend sales of Products to Customer if Caplin suspects that Customer or a Third-Party Purchaser has violated or is likely to violate the provisions in this Section 4, including with respect to sales, exports, or distributions to non-U.S. territories.

5. **SHIPPING.** Orders will be shipped FOB (Inco Terms 2020) Point of Destination as indicated in the purchase order of the Customer with freight and insurance prepaid by the Customer. Orders will be shipped by Caplin's third-party logistics provider. Delivery shall be deemed to have taken place and Risk & Title shall be treated as transferred to the Customer when the Products are handed over to the third-party logistics provider on FOB basis (Inco Terms 2020).
6. **PAYMENT TERMS.** Payment terms for all ordered Products will be as stated in the purchase order, and if not stated on the purchase order shall be 30 days from the date of receipt of invoice by the Customer. Customer must raise any queries relating to an invoice in writing within seven calendar days of receipt of the invoice. In the absence of any such query, the Customer shall be deemed to have accepted the invoice. Caplin shall raise the invoice on or before the dispatch of the Products. Prices are subject to all taxes, excise or other charges levied by any government (federal, state, local) **upon** the sales, consumption or use of the Products. Late payments will accrue interest at the rate of 1.5% per month (or the highest rate permitted by law, if lower). Customer may not deduct or offset any disputed amounts from Caplin's invoice.
7. **BACKORDERS.** Backorders for all products will be cancelled after sixty (60 days) without penalty to Caplin unless the customer requests the cancellation. Customer's sole remedy for Caplin's failure to supply any Product ordered within (30) thirty business days, unless a shorter duration is specified in the Purchase Order and agreed in writing by Caplin, of date specified on purchase order shall be to purchase alternate product from another supplier without any recourse to Caplin.
8. **WARRANTY.** Seller warrants that at the time of shipment, no Product delivered will be adulterated or misbranded within the scope of the United State Federal Food, Drug and Cosmetic Act, as amended from time to time. EXCEPT AS EXPRESSLY PROVIDED **HEREIN**, SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES UNDER THE PURCHASE ORDER AND EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **LIMITATION OF LIABILITY.** CAPLIN WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CAPLIN SHALL NOT BE FOUND LIABLE FOR ANY MONETARY DAMAGES OF ANY KIND WHATSOEVER CAUSED DUE TO THE USE OF THE PRODUCTS, AND ANY AND ALL RISK OF SUCH USE IS HEREBY SPECIFICALLY ASSUMED BY THE BUYER. CAPLIN SHALL NOT IN ANY EVENT BE LIABLE TO BUYER FOR DAMAGES RESULTING FROM THE SALE TO BUYER, RESALE BY BUYER OR USE OF ANY PRODUCT IN ANY AMOUNT GREATER THAN THE PURCHASE PRICE RECEIVED BY CAPLIN FOR SUCH PRODUCT.

10. **BREACH OF WARRANTY CLAIMS.** Customer must give Caplin notice of any claim within 30 (thirty) days from the date of receipt of the Products for any defects or breach of express warranty specified in Clause 8. Caplin's sole liability shall be limited to credit for, or replacement of the Product affected by such Products that do not suffer those defects or breach of express warranty specified in Clause 8. No claim beyond the said time period of 30 (thirty) days shall bind Caplin.
11. **TERMS.** Pricing, delivery terms, payment terms, returned goods policies, and other terms and policies on the Caplin website are subject to change without notice.
12. **PRODUCT COMPLAINTS; RECALLS.** Caplin's Returned Goods Policy shall govern Product Complaints and Recalls.
13. **FORCE MAJEURE.** Neither party shall be liable for any failure to perform or any delays in performance if such failure or delay is due to any causes that are beyond its reasonable control. Such causes may include, but are not limited to: strikes, work stoppages, lockouts, boycotts or other labor problems; embargoes, pandemics, epidemics, shortages or other unavailability of supplies, raw materials, fuel, energy, or components from customary sources at customary prices; insurrections or riots; acts of God; production or delivery problems; equipment failures; acts of government; compliance with, or other action taken to carry out the intent or purpose of, any law or administrative regulation having the effect of law (now or hereafter enacted); compliance with any request by a government agency; war; acts of a public enemy; terrorism; sabotage; inability to secure transportation; fires, explosions, flood; national disasters; pandemics; or discontinuance of a product line. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.
14. **COMPLIANCE WITH LAWS; DISCOUNT DISCLOSURE.** Customer agrees to perform its obligations hereunder in compliance with all applicable laws, rules, and regulations. Without limiting the foregoing, Customer acknowledges and agrees that to the extent that Customer and/or any Third-Party Purchasers receive any discounts or other reductions in price, the federal Anti-Kickback Statute discount statutory exception (42 U.S.C. § 1320-7b(b)(3)(a)) and regulatory discount safe harbor (42 C.F.R. § 1001.952(h)) may apply. Customer shall comply with these statutory and regulatory provisions to the extent applicable, including, as **applicable**, providing notice to Third-Party Purchasers via invoices, shipping documents, or other commercially reasonable methods, and shall cooperate with Caplin in order to ensure Third-Party Purchasers are aware of, and able to comply with, any applicable reporting requirements. Customer shall retain documentation of discounts, rebates, or other price reductions and make such information available to federal or state health care programs, upon request. It shall be the sole responsibility of the Customer to ensure that, in case of Products being resold to end consumer, the Customer has all necessary authorizations and complies with all relevant Laws for that purpose.

15. **INSURANCE.** Customer shall obtain and maintain comprehensive general liability insurance covering each occurrence of bodily injury and property damage in an amount not less than the equivalent of one million dollars (\$1,000,000.00) with endorsements for Products/completed operations, blanket contractual liability and vendor's liability.
16. **PHARMACOVIGILANCE.** In the event that the Customer becomes aware of any adverse events (regardless of its seriousness or expectedness) or any reports (with or without adverse events) of safety issues (including reports of misuse); any medication error; any off-label use (intentional use outside the labelled indication); any overdose (intentional or not); any drug abuse/dependence/addiction (withdrawal syndrome); any lack of efficacy; any drug exposure during pregnancy or child exposure during breastfeeding or conception (whether from the male or female); any occupational exposure (unintentional exposure during work); accidental exposure; unexpected therapeutic benefit; any suspected transmission of infectious agents; and / or suspected drug interactions involving active ingredients or their metabolites, it shall report this to Caplin immediately, and in any event within one (1) Business Day of becoming aware of the same.
17. **JURISDICTION.** All agreements subject to these Terms and Conditions shall be deemed to have been entered into in the State of Delaware and their interpretation, construction and enforcement shall be determined pursuant to the laws of that state without giving effect to conflict of laws principles.