



Effective June 29, 2023

ROCHE PHARMACEUTICAL TRADE POLICY

These are the terms (“Trade Policy”) on which Hoffmann-La Roche Limited (“**Roche**” or “**we**”) will supply buyers (“**buyer**” or “**you**”) identified in any order accepted by Roche, with goods, including but not limited to pharmaceuticals and medical supplies, as we may at our discretion agree (“goods”). All goods sold by Roche are sold only on the basis of these terms, except where explicitly modified by a separate agreement in writing between Roche and the buyer. If any other terms are proposed by you, these terms will prevail to the extent of any inconsistency and we will be deemed by delivering the goods to you to have made a counteroffer to sell the goods subject only to these terms. By accepting delivery of the goods, you accept the counteroffer. We may from time to time notify you of changes to these terms, which changes will apply to each order received after that notification.

1. Payment Terms

Payment is due Net 30 days from date of invoice, unless otherwise indicated. Overdue accounts are subject to a service charge of 1.25% per month (15% per annum). All cheques should be made payable to “Hoffmann-La Roche Limited” and mailed to the address indicated on the invoice.

2. Distribution Terms

(a) Roche products will only be sold to authorized wholesalers, distributors, hospitals and/or other approved accounts meeting Roche’s annual purchase volume of \$100,000 or greater and which are otherwise compliant with Roche’s credit management program and this Trade Policy. Roche reserves the right to grant or revoke purchasing status based on compliance with Roche’s credit management program or Trade Policy at its sole discretion.

(b) Roche products may not be re-packaged except when dispensed on the order of a licensed physician. Products sold to hospitals are for the sole use of the hospital and not for resale.

(c) A new account may be opened by contacting our Customer Supply Department and is subject to our usual terms and conditions. **Please call (905) 542-5500 in the greater Toronto area or toll free at 1-800-268-0440.**

3. Returns and Exchanges

(a) Expired returns are to be shipped **Freight Prepaid** to the wholesaler from which the goods were purchased or to Inmar Med-Turn International Inc. For hospitals purchasing through the Canadian Pharmaceutical Distribution Network (CPDN), returns may be shipped to CPDN **Freight Prepaid**. Please ensure to submit the return at www.cpdnweboms.ca and include the approved RMA printed hardcopy with the returned goods. All Inmar Med-Turn return claims are required to be submitted using www>Returns.org. A return form must be filled out completely and included with the return, and the Inmar box label affixed to the exterior of the shipment. In the event that goods are returned collect to Inmar Med-Turn, this amount will be deducted from the total credit amount.

(b) Controlled drugs require pre-authorization from Inmar Med-Turn International Inc. or an authorized wholesaler.

(c) Buyer must pay any return freight charged for the return of goods unless the goods are subject to a goods recall or withdrawal from sale, were supplied in error by Roche, or were defective or damaged when received by you due to Roche’s fault.

(d) All goods related claims must be provided to Roche Customer Supply citing all original invoice details and the basis of the claim.

(e) All grants of credits, exchange or return are at Roche’s discretion and under such conditions as Roche may impose.

Returns Eligible for Credit

- i. Goods subject to a recall.
- ii. All expired Roche products currently in the Roche Pharmaceutical Price Catalogue, except those identified in the “Returns Not Eligible for Credit” list below, up to nine (9) months beyond expiration date and starting two (2) months prior to expiry date.
- iii. All Roche discontinued products will be eligible for credit up to nine (9) months beyond expiration date.



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Returns Not Eligible for Credit

- i. Actemra IV (400 mg / 200 mg / 80 mg)
- ii. Goods not in their original Roche primary package. Primary packaging is the packaging in direct contact with the product itself (included but not limited to vials, blister packs, ampoules, bottles, autoinjectors, pre-filled syringes).
- iii. Partially-consumed vial, autoinjector and pre-filled syringe of any product.
- iv. Incomplete goods (including combination therapy packages missing one or more components).
- v. Goods which are unsaleable for reasons beyond our control such as improper storage, tampering, breakage, defacement or damage by fire, smoke or water.
- vi. Products acquired as a result of fire or bankruptcy sales (distress sale).
- vii. Non-expired products.
- viii. Sample packs or Clinical Evaluation Packs.
- ix. Goods currently involved in an unresolved buyer claim or complaint.
- x. Goods in excess of nine (9) months from expiry, and more than two (2) months prior to expiry.
- xi. Discontinued products in excess of nine (9) months from expiry.
- xii. Goods sold under contract or special offer with a “no return” clause.
- xiii. Goods returned by anyone except the buyer.

Goods deemed ineligible for credit cannot be returned to the buyer and will be destroyed.

If further clarification is required, please contact Roche Customer Supply.

Credit Policy on Returned Goods

All eligible returned goods will be reimbursed according to the following credit structure:

- i. Full selling units will be reimbursed at 90% of the original purchase price (less rebates or discounts).
- ii. Partial selling units must be at least ¼ full
 - 0 to 24% selling unit No Credit
 - 25 to 49% selling unit 25% of the eligible amount.
 - 50 to 74% selling unit 50% of the eligible amount.
 - 75 to 99% selling unit 75% of the eligible amount.
- iii. For expired or discontinued items no longer in the price catalogue, a fair market value (as determined by Roche in its sole discretion) will be used within the parameters of section (Returned Items Eligible for Credit).
- iv. Credits will be issued through the buyer’s preferred wholesaler.
- v. Goods previously purchased by buyer on tender, contract or special offer shall be subject to the terms of such tender, contract or special offer, or where such terms are silent, as deemed appropriate by Roche in its sole discretion.

4. Transportation, Ownership, and Risk

(a) Unless otherwise agreed to by Roche in writing, all orders are shipped prepaid FOB destination point by Roche’s choice of carrier. If a more expensive method of transportation is requested, the difference in cost will be charged to the buyer. Title and risk in the goods passes to you upon delivery of the goods to destination point.

(b) Shipping and handling costs on mistakes in order taking and filling on our part will be absorbed by Roche. Shipping and handling costs for mistakes in ordering by a buyer will be charged to the buyer.

(c) All merchandise is counted and rechecked by Roche prior to dispatch. Responsibility for safe carriage, however, rests with the carrier. Before accepting delivery and signing the POD to acknowledge the delivery, ensure the order number and address on the documentation provided by the driver matches the shipping label on the pallet or shipper. In addition, all cases, boxes or parcels should be thoroughly examined to ensure they are in good condition. If a shipment shows external signs of damage or if shortages is immediately evident, the buyer must have the transportation agent note the details on the pro-bill prior to accepting the merchandise. If any damage or shortage is noticed only upon opening, the buyer must notify both the transportation company and Roche (1-800-268-0440) within 24 hours regarding the claim. Written notification to Roche should be directed to the Customer Supply Department within fifteen (15) days of invoice date. A signed copy of the original pro-bill, which explicitly highlights shortages or damages, must accompany all claims for damage or shortage of goods. Kindly note that pro-bills with remarks such as “subject to inspection”, “possible damage” or “possible shortage” cannot be accepted to support a claim.

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5. General Obligations of Buyer

Supply of goods under this Trade Policy is conditional upon your compliance with the following obligations:

- (a) You will at all times comply with all applicable laws and regulations, including in relation to therapeutic goods, drugs, poisons, controlled substances, dangerous goods, record-keeping, document retention, trade practices issues and fair trading issues in connection with the goods, their receipt, storage and their re-supply.
- (b) You will at all times comply and assist Roche to comply with applicable professional or industry standards, including the Innovative Medicines Canada Code of Ethical Practices.
- (c) You will not make statements and will not offer or promote the goods to the general public or to customers on resale except in accordance with this Trade Policy and applicable laws, regulations, codes and industry standards. This includes making statements about the medical appropriateness or otherwise of Roche goods for a particular customer or for a particular purpose.
- (d) You undertake, as a precondition of the supply of goods, to maintain a current establishment license, practicing licence or other authorising certification required by the relevant provincial or federal body and to advise Roche immediately of any changes to this status. You further indemnify Roche with regard to any expense or liability resulting directly or indirectly from the failure to maintain a current authorising certification to receive and supply goods in any form whatsoever.
- (e) You must (and will ensure that any person to whom you sell or transfer the goods does) hold all licences and authorisations and have established all workplace precautions and systems (including any required under dangerous goods legislation) to safely receive, store, use and supply the goods.
- (f) You must acquaint yourself and comply with any instructions or recommendations which we give to you with respect to storage, handling, use, processing, re-supply and labelling of the goods and you must pass them on to any person to whom you sell or transfer the goods.
- (g) You agree that promptly upon delivery you will place the goods into storage conditions adequate to preserve and protect them and which are appropriate given the nature of the goods, and you will ensure that the goods are maintained in those conditions until the time of re-supply.
- (h) You will not create any encumbrance (including a bill of sale, mortgage, security interest, charge, lien, pledge or similar security arrangement) or adverse equity interest over or in the goods held by you, before ownership the goods passes to you in accordance with the Transportation, Title and Risk clause.
- (i) You will comply with all applicable laws prohibiting bribery and the payment of money or anything of value to government officials, political parties or candidates for the purpose of corruptly obtaining or retaining business.
- (j) You will advise Roche of any misuse or suspected misuse of any Roche product as soon as possible after it first comes to your attention.
- (k) You will not take any action on Roche's behalf which would conflict with applicable anti-corruption laws.

6. Resale of Goods; Export Controls

- (a) Since we cannot assume responsibility for goods which are not packed or labelled under our supervision, we do not supply loose labels or containers bearing our name or the names of our products. When on-selling the goods, buyers must use the same unit packages as delivered by Roche. You will not repackage, rebrand or relabel the goods, unless directed to do so by Roche.
- (b) All products sold by Roche are labelled and authorized **for sale in Canada only**. Therefore, buyers shall not directly or indirectly by any means or arrangement (i) export any product from Canada to any other jurisdiction, (ii) offer for resale, resell or consign or otherwise distribute any product for export from Canada to any other jurisdiction, or (iii) offer for resale, resell, consign or otherwise distribute any product to any other person or entity ("further reseller") who buyer knows or suspects or reasonably should know or suspect will (a) export any product from Canada to any other jurisdiction, or (b) 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.



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7. Auditing and Reporting

(a) Roche reserves the right to audit sales records of any authorized buyer for verification and compliance with this Trade Policy. Buyer must cooperate with Roche or its authorized auditors.

(b) If Roche deems that any buyer is not compliant with the Trade Policy, Roche reserves the right to revoke or restrict order status with said buyer.

(c) Authorized buyers must report all sales to a designated third party (currently IQVIA). Roche will advise on timing structure and content of sales reports. All sales information will be held in confidence and used only for Roche internal purposes.

8. No Representations or Warranties

(a) Subject to paragraph 8(b) (below) and except as expressly provided to the contrary in this Trade Policy, all terms, conditions, warranties, undertakings, inducements or representation whether express or implied, statutory or otherwise, relating to the goods are excluded.

(b) Where any Act of Parliament implies a term in this Trade Policy and that Act prohibits provisions in a contract excluding or modifying the application, exercise or liability under that term, such term, shall be deemed to be included in this Trade Policy, provided that the liability of Roche for breach of the term, condition or warranty is limited to (at our option) the repair or replacement of the goods (or the cost of doing so).

(c) You acknowledge that neither Roche nor any person acting on Roche's behalf has made any representation or other inducement to you to enter this Trade Policy, and that you have not entered into this Trade Policy in reliance on any representations or inducements except for those representations or inducements contained herein. No representative of ours is authorised to make any representation or promise or enter into any agreement with respect to the goods or to waive any right under, alter or modify any of this Trade Policy unless the representation, promise, agreement or waiver is in writing and signed by Roche.

9. Indemnities and Liabilities

(a) Roche will not be liable for any damages, whether direct, indirect, incidental, consequential, or special, arising from your or your employees, agents, or subcontractors, use or misuse of any Roche product, including but not limited to (i) any failure to adhere to the Product Monograph (or any other any written instructions or recommendations provided by Roche) or (ii) any re-processing, re-labelling, re-packaging or compounding of the Roche products.

(b) You will indemnify Roche from and against all claims, liabilities, losses, damages, costs and expenses (including any damage to, theft or loss of the goods) which we directly or indirectly suffer or incur because of:

- i. any act or omission by you or your employees, agents, or subcontractors in breach of your obligations under this Trade Policy;
- ii. your failure to comply with any written instructions or recommendations about the Roche products, including in relation to storage or transportation of the goods;
- iii. your failure to comply with any law or regulation in relation to the Roche product or their use or supply;
- iv. your negligence; or
- v. statements you make about the Roche products or their performance or characteristics, without our written approval.

(c) Except as provided by this clause, nothing in this Trade Policy will limit a party's liability for:

- i. any categories of liabilities, losses, damages, costs and expenses which cannot be limited under applicable laws;
- ii. death or personal injury caused by that party's negligence; or
- iii. breach of confidentiality or any related indemnity.



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(d) A party's liability in connection with this Trade Policy (including any indemnity) will be reduced to the extent that the other party caused or contributed to the liabilities, losses, damages, costs or expenses.

10 . Confidentiality

(a) You acknowledge that we are under no obligation to give you any proprietary or confidential information about the goods and that you will keep confidential any such information, including without limitation, price lists, specifications or market research, you do acquire.

(b) Both parties agree to keep the other party's confidential information confidential and secure at all times.

(c) A party will only use or disclose the other party's confidential information for the purpose of performing its obligations under this Trade Policy, if required by law, or with the prior written agreement of the other party.

(d) Any party who has received confidential information under this Trade Policy must, on the request of the other party, immediately deliver to that party all documents or other materials containing or referring to the confidential information.

11 . Dispute Resolution

(a) If any dispute or claim arises out of or in connection with this sale or this Trade Policy (including in relation to the formation of the contract for sale of the goods or arising after termination of that contract, or in relation to invoicing and payment), the parties agree to first attempt to co-operate with each other in an amicable manner in order to resolve the dispute.

(b) If a solution cannot be reached by local operational management, within 14 days of the dispute arising, the parties may refer the dispute to mediation. A party will not commence arbitration or litigation, other than for urgent interlocutory relief, unless it has first offered to submit the dispute to mediation.

(c) The parties agree to keep strictly confidential any information or documentation disclosed in the course of, or for the purpose of, mediation. Both parties will require all third parties, including the mediator, any witnesses, experts, representatives or others concerned, to execute and deliver to the mediator with a copy to the other party a deed of confidentiality prior to rendering any services in respect of the mediation.

12 . Governing Law

This Trade Policy and any related disputes or claims will be governed by the laws of Ontario without regard to conflict of laws provisions.

13 . No Assignment or Transfer

Neither party may assign or transfer any of its rights or obligations under this Trade Policy without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any unauthorised assignment or transfer by either party will be void.

14 . Severance

If at any time a provision of this Trade Policy is or becomes illegal, invalid or unenforceable in any respect under the laws of Canada and Ontario that will not affect or impair the legality, validity or enforceability of any other provision of this Trade Policy.

15 . Language

In the event of a conflict between the English and French version of this Trade Policy, the English version shall prevail.

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