

TERMS & CONDITIONS

Acceptance of Terms

Welcome to the MEDISCA website. By purchasing the Products from MEDISCA and/or using the services on this Website, Customer agrees to these Terms & Conditions, and the Privacy Policy, herein which govern the Customer's purchase of Products from MEDISCA and the Customer's use of this Website. In the event the Customer has entered into a definitive agreement with MEDISCA in respect to its purchase of the Products and the terms of such definitive agreement conflict with the terms of these Terms & Conditions, the terms and conditions of such definitive agreement shall govern in respect to such purchased Products.

Definitions

Customer or Customers refers to customers who have an account with MEDISCA and may have access to this Website. For the purposes of clarity, the Customer(s) includes the employees of Customer.

MEDISCA refers to Medisca Pharmaceutique Inc., Medisca Inc., and Medisca Australia Pty Ltd.

MEDISCA Material means, without limitation, the MEDISCA name, logo, and any other marketing material which relates to the Products and/or MEDISCA brand.

Products includes, but is not limited to, bases, electro-mechanical equipment, reusable and disposable devices, and chemicals in the form of active pharmaceutical ingredients, which includes narcotics and controlled substances, and excipients, which are available to be purchased from MEDISCA either through this Website or a MEDISCA representative.

Terms & Conditions means these terms and conditions.

Website means the websites www.medisca.ca, www.medisca.com, and www.medisca.com.au

Modification to these Terms & Conditions

MEDISCA reserves the right to change or amend these Terms & Conditions without notice and will not be liable for any losses caused as a result of these changes. MEDISCA reserves the right, at its sole discretion, to limit, suspend or terminate any transactions, pending or ordered, with any Customer.

Privacy Policies

For information regarding how MEDISCA handles Customer's personal information, please refer to MEDISCA's Privacy Policy.

Customer's MEDISCA Account

All Customers of MEDISCA will be issued a unique customer code upon the successful completion of the MEDISCA account registration process. This unique customer code will be used by MEDISCA to keep an accurate account of the Customer's purchases of the Products for verification purposes, legitimate business interests of MEDISCA, and in order to comply with the regulatory and legal requirements of MEDISCA. The issuance of Customer's unique customer code is subject to compliance by Customer of these Terms & Conditions.

MEDISCA Website Account

Upon registering with MEDISCA to this Website, and subsequently accepted by MEDISCA, MEDISCA will grant authorization to access this Website and issue the Customer a username and password. The Customer hereby agrees to be responsible for maintaining the confidentiality of their username and password. In the event that Customer becomes aware that their username and/or password has been stolen, misplaced, or has reason to believe that the confidentiality of its account has been compromised, or that their account has been accessed without authorization of the Customer, Customer must notify MEDISCA immediately. MEDISCA cannot be held responsible for any loss or damage arising from the failure to comply with this provision or for any unauthorized use of the Customer's username and password or other Customer confidential information.

Customer Business and License Requirements

As a Customer, whether individual or corporate, the Customer hereby declares that they are qualified and that their purchase of the Product is lawful and in accordance with applicable law. Customer will at all times act in accordance with the legal and professional standards applicable to any Products obtained from MEDISCA. Customer acknowledges that, upon registration of a MEDISCA account, Customer provided MEDISCA with the appropriate licenses required for Customer to purchase certain Products from MEDISCA.

Customer represents and warrants that it has provided MEDISCA with all required licenses in accordance with applicable law, and further that the licenses are valid and in good standing. Customer recognizes and acknowledges that it is the sole responsibility of Customer to ensure that MEDISCA has the most up to date information of Customer in regards to its business and

license requirements. As such, Customer shall notify MEDISCA of any expired licenses, renewals, cancellations, non-renewals, or any changes/modifications to Customer's licenses immediately, including, but not limited to, changes to Customer's business address, business name, or any changes in ownership. MEDISCA may request documentation from the Customer from time to time in order to comply with MEDISCA's internal policies, as well as any legal and regulatory requirements.

MEDISCA reserves the right to verify any licenses provided by Customer to MEDISCA at any time and for any reason. Customer's failure to comply with this provision may result in termination of Customer's account with MEDISCA in addition to any other remedies available to MEDISCA by law. Customer shall indemnify, defend and hold harmless MEDISCA and its affiliates of any claims, liabilities, losses, damages, suits, and expenses (including reasonable attorneys' fees) arising out of Customer's non-compliance with this provision.

Termination of Account

Customer may terminate its account with MEDISCA at any time.

Customer acknowledges that Customer's account with MEDISCA is subject to compliance by Customer of these Terms & Conditions and applicable law. In the event Customer does not comply with these Terms & Conditions and/or applicable law MEDISCA retains the right to immediately suspend or terminate Customer's access to this Website and further purchases from MEDISCA, for any reason, at MEDISCA's sole discretion, in addition to any remedy available to MEDISCA at law or in equity.

Furthermore, Customer acknowledges that MEDISCA reserves the right at any time, and at its sole discretion, to suspend or terminate this Website or any Products provided therein. Customer agrees that in the event of a suspension or termination of Product, MEDISCA shall not be held liable for any damages resulting from said suspension and/or termination. In the event of termination of these Terms & Conditions by MEDISCA, Customer shall be billed immediately for Products purchased prior to the effective date of termination of these Terms & Conditions, and that all Products purchased shall be payable immediately upon receipt of invoice.

Pricing and Price Change

The price of the Products shall be the one quoted from time to time on the Website or as provided by a MEDISCA Sales Representative, except where there may be

an error. Although MEDISCA takes great care to ensure that all prices and terms quoted on the Website or any invoice submitted by MEDISCA are accurate, errors may occur. If MEDISCA discovers an error in the price of any Product the Customer has ordered, MEDISCA will inform the Customer as soon as possible and will allow the Customer the option to reconfirm the order at the correct pricing or cancel the order. To the extent permitted by law, MEDISCA is under no obligation to sell the Products to Customer at the incorrect (lower) price, even if Customer has received confirmation of shipment.

All pricing of the Products are exclusive of shipping charges and sales taxes (if applicable). The total cost of an order is the price of the Products ordered plus the delivery charge and sales tax (if applicable). For more information regarding delivery, please see our Delivery, Claims and Returns Policy.

MEDISCA reserves the right to make changes to the prices of its Products without notice or liability at any time.

Terms of Payment

Customer acknowledges that payment for Products shall be due thirty (30) days from date of invoice, or as otherwise specified by MEDISCA. In the event Customer does not make payments in accordance with the specified terms, MEDISCA retains the right to charge Customer a two percent (2%) monthly finance charge.

Promotions and Special Offers

MEDISCA may from time to time offer promotions and/or special offers to Customers (the "Promotion"). In addition to any other terms and conditions specified by MEDISCA for a specific promotion, all Promotions are offered for a limited time on a first-come-first-served basis, while quantities last, and cannot be combined with any other Promotion. All Promotions are non-transferable, non-refundable, non-returnable, and non-redeemable. Furthermore, all Promotions are not applicable to drop shipments, back-orders, and wholesale. Taxes, shipping and handling charges shall still apply to all Promotions. MEDISCA, in its sole discretion, may refuse to apply any Promotion that it believes in good faith to be fraudulently or improperly obtained and/or has not been redeemed by the intended recipient of the Promotion. MEDISCA, in its sole discretion, reserves the right to invalidate and/or not honor offers that are obtained through any party other than MEDISCA, including, but not limited to, through third party sites. MEDISCA may modify or cancel any Promotion at any time and for any reason.

Lawful Use of the Products

MEDISCA prides itself and takes great measures to ensure the high quality of its Products. Customer agrees that said Products will be used in accordance with applicable laws, regulations, standards and guidance's, and that any other use of said Products may result in the suspension or cessation of further sales, at MEDISCA's sole discretion. Furthermore, the Customer acknowledges that, in the event MEDISCA becomes aware or has reason to believe that Customer has not or intends not to comply with applicable laws, regulations, standards and guidance's in relation to the Products, MEDISCA may require to report such to applicable regulatory bodies or any third party, without incurring any liability to the Customer.

Intellectual Property

Nothing contained herein nor Customer's purchase of the Products nor receipt of any information provided by MEDISCA constitutes a transfer of ownership of the Products. MEDISCA may provide Proprietary Information, further defined herein, to the Customer in connection with these Terms & Conditions. Customer acknowledges and agrees that such Proprietary Information shall remain the sole and exclusive property of MEDISCA. "Proprietary Information" means, but is not limited to, stability information, test results, Product specifications, any other documentation provided to Customer related, directly or indirectly, to the Products or Customer's business with MEDISCA.

MEDISCA has taken significant measures and invested significant resources to protect its property, under the law, by applying trademarks and other intellectual property rights, and by maintaining confidentiality and other notifications attached thereto. As such, it is strictly forbidden for Customer to, without limitation, reverse assemble, decompile, reverse engineer, or attempt to derive proprietary information such as ideas, structure, or algorithms from the Products.

For the purposes of clarity, MEDISCA cannot and does not represent or warrant that Customer's use and/or purchase of the Products would not constitute infringement of third party intellectual property rights.

Customer represents that it shall not use the Products in any manner that would, directly or indirectly, infringe the intellectual property rights, whether by way of patent or otherwise, of third parties, and hereby indemnifies, defends, holds harmless and releases MEDISCA and its affiliates of any claims, liabilities, losses, damages, suits, and expenses (including reasonable attorneys' fees) resulting from Customer's use and/or purchase of the Products.

Use of MEDISCA Material

In the event the Customer desires to use MEDISCA Material in order to promote the MEDISCA brand and/or its purchase of the Products, Customer must contact a MEDISCA representative in order to obtain the express written consent of MEDISCA. Customer acknowledges that its use of MEDISCA Material is subject to terms and conditions of use of the MEDISCA Material.

It is strictly forbidden to use MEDISCA Material without the express written consent of MEDISCA. MEDISCA reserves the right to restrict any unauthorized use of MEDISCA Material and take legal action resulting from such unauthorized use.

Agreement of Non-Circumvention and Confidentiality

Important—Please read and Accept

CUSTOMER UNDERSTANDS AND AGREES that for as long as Customer is a customer of MEDISCA and for a period of three (3) years thereafter:

NON-CIRCUMVENTION: CUSTOMER SHALL NOT CIRCUMVENT MEDISCA BY CONTACTING OR ENGAGING DIRECTLY WITH A MANUFACTURER DISCLOSED PURSUANT TO THE BUSINESS DISCUSSIONS OR RELATIONSHIP BETWEEN CUSTOMER AND MEDISCA AND WILL NOT COOPERATE, NOR ESTABLISH OR ATTEMPT TO ESTABLISH A BUSINESS RELATIONSHIP OR OTHER AGREEMENT WITH THE MANUFACTURER, WITHOUT THE DIRECT INVOLVEMENT OR WRITTEN CONSENT OF MEDISCA, WITH NO EXCEPTIONS WHATSOEVER.

CONFIDENTIALITY: Customer may come into contact with confidential and proprietary information of MEDISCA, disclosed orally, visually, in written or other tangible form including without limitation, a) intellectual property including trade secrets, formulas, technology, know-how, designs, pedigree, certificates of analysis, samples, medical kits, devices, technical reports; b) identification and data pertaining to product manufacturers, existing or prospective customers, clients, vendors, suppliers, and/or customer lists; c) product purchases and costs, price lists; d) promotional material; e) method of operation; f) policies or procedures; and g) any other information which by its nature would be considered confidential.

Customer shall not use or disclose the Confidential Information to any other parties whatsoever, unless Customer receives prior written permission from MEDISCA authorizing such disclosure or use. Notwithstanding the foregoing, Customer may share the Confidential Information only on a need to know basis to

those of its employees, officers, directors, and professional advisors and only if such individuals have been informed of and have agreed to be bound by the terms of this provision. The Customer shall take all steps necessary to safeguard the Confidential Information from disclosure in any manner whatsoever, in whole or in part, to any third party. Furthermore, Customer agrees to ensure that its affiliates and employees, officers, directors and professional advisors to whom Confidential Information has been disclosed comply with the terms of this provision and Customer agrees to be responsible for their non-compliance.

Confidential Information shall not include information which:

- a) at the time of disclosure, is already in the public domain or thereafter becomes part of the public domain by publication or otherwise through no fault or act of Customer;
- b) was demonstrably in the possession of Customer prior to the time of disclosure to it and was not acquired, directly or indirectly, from MEDISCA;
- c) is independently disclosed to Customer by a third party who has not violated any confidential obligation owed to MEDISCA;
- d) was independently developed by Customer without any use of or reliance on any Confidential Information of MEDISCA.

If only a portion of any Confidential Information falls within one or more of the foregoing exceptions, the remainder shall continue to be subject to these confidentiality provisions.

In the event Customer is required to disclose Confidential Information by law or court or governmental order, such disclosure must be in good faith and include only the minimum information required under terms designed to maintain confidentiality to the maximum extent permitted by law. In such event, Customer must promptly provide MEDISCA with written notice of such requirement, prior to the disclosure, so that it can seek judicial protection or other assurance that confidential treatment will be accorded to the disclosed information.

At all times, MEDISCA shall retain sole ownership of its Confidential Information.

Confidential Information is provided to Customer "AS IS." MEDISCA makes no warranties or representations with respect to the accuracy or completeness of the Confidential Information, or to its merchantability or fitness for any purpose whatsoever, and specifically disclaims such.

Customer Representations and Warranties

The Customer represents and warrants to MEDISCA that they are competent, qualified and hold appropriate credentials, permits and licenses in order to purchase the Products from MEDISCA. All such credentials, permits and licenses of the Customer will be made available to MEDISCA immediately upon request. In all cases, Customer is responsible for the appropriate use of Products purchased from MEDISCA.

Indemnification by Customer

In the event of any damage, loss or harm as a result of the Products purchased by Customer or the Customer's use thereof, Customer hereby defends, holds harmless, and indemnifies MEDISCA and its respective affiliates, officers, directors, employees and representatives from and against all suits, claims, liabilities, costs, damages, judgments, and other expenses (including, but not limited to, reasonable attorneys' fees) incurred in connection with: (a) breach of these Terms & Conditions by Customer; (b) any claim under patent or other intellectual property law that arises from purchase or use of the Products by Customer; (c) any claim made by a third party relating to the use or misuse of the Products by Customer; and (d) any fault or negligent act of Customer.

Limitation of Liability

MEDISCA cannot be held liable for Products which are abused, misused, or altered by the Customer, which become defective or non-conforming through the actions or inaction of the Customer. A defective or non-conforming Product is defined only as a Product which is outside of the manufacturer's defined Product specifications, and shall not include Products that fail to meet any fitness of use by Customer or any unique Customer operating conditions or applications.

It is understood by Customer that MEDISCA is not the manufacturer of the Products and that accordingly MEDISCA cannot be held responsible for the quality or conformity of such Products to specifications. In the event of any defective Product, MEDISCA shall be liable only for the replacement of such Product or the reimbursement of the price paid thereof of the returned Product, at MEDISCA's sole discretion. MEDISCA SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED HEREUNDER.

IN NO EVENT SHALL MEDISCA HAVE ANY OBLIGATIONS OR LIABILITY FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, USE OR GOODWILL), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF CUSTOMER HAD BEEN ADVISED OF THE POSSIBILITY THEREOF. THE TOTAL LIABILITY OF MEDISCA (INCLUDING ITS SUBCONTRACTORS AND AGENTS), IF ANY, FOR DAMAGES RELATING TO ANY PRODUCTS SOLD UNDER THESE TERMS & CONDITIONS SHALL BE LIMITED TO THE PRICE PAID FOR SUCH RETURNED PRODUCTS.

Force Majeure

In the event MEDISCA is prevented, delayed, or interrupted in performing its obligations hereunder due to any occurrence beyond its control, such as, but not limited to, fire, explosion, weather, strikes, walkouts, communicable disease outbreaks, inability to obtain fuel, power or materials, transportation delays, wars or acts of governments or government agencies or other authorities having jurisdiction (a “Force Majeure Event”), then such prevention, delay or interruptions shall not be construed to be a default under these Terms & Conditions. MEDISCA shall use its commercially reasonable best efforts to notify Customer of such Force Majeure Event and ameliorate the negative effect(s) of such Force Majeure Event. The obligations to pay money in a timely manner is absolute and shall not be subject to this Force Majeure provision.

Dispute Resolution

All disputes arising out of or in connection with these Terms & Conditions shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. Such resolution shall be binding on all parties.

Unless otherwise prohibited by law, Customer submits and consents to the respective jurisdiction according to the MEDISCA entity Customer purchased from as follows:

MEDISCA Entity	Place of Arbitration	Governing Law
Medisca Pharmaceutique Inc.	Montreal, Quebec, Canada	Province of Quebec
Medisca Inc.	New York, New York, USA	State of New York
Medisca Australia Pty Ltd.	Sydney, New South Wales, Australia	New South Wales