



Astellas Pharma Canada, Inc.

STANDARD TERMS AND GENERAL INFORMATION

General Office Address

Astellas Pharma Canada, Inc.
675 Cochrane Drive
Suite 500, West Tower
Markham, Ontario L3R 0B8

Telephone: 905-470-7990

Fax: 905-470-7799

Customer Service Toll Free Telephone: 1-800-668-8641

Customer Service local fax: 905-513-1085

Customer Service Toll Free Fax: 1-800-338-0614

Ordering Information

Hospital orders may be placed through Astellas Pharma Canada, Inc. ("Astellas") or through CPDN (Canadian Pharmaceutical Distribution Network). Wholesaler orders should be placed through Astellas.

CPDN-Order Desk

Eastern Region

Telephone: 1-866-322-2736 (English and French)

Fax: 1-877-322-0286

Western Region

Telephone: 1-866-895-2736 (English)

1-866-322 2736 (French)

Fax: 1-877-895-0286

1. Payment terms: Net 30 days

2. Remittance: For CPDN orders, please remit all payments to CPDN:

PO Box 9236, Station A
Toronto, Ontario M5W 3M1

Astellas Pharma Canada, Inc.

675 Cochrane Drive, Markham, Ontario, Canada L3R 0B8

Tel: 905-470-7990 Toll Free: 1-800-575-1382

Fax: 905-470-7799



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3. Shipping:

Orders will be shipped FOB Point of Destination with freight and insurance prepaid. Orders will be shipped by carrier selected by Astellas.

If a customer requests shipment via a different carrier or requests special delivery resulting in higher transportation charges, the customer will pay the cost of all such freight charges.

4. Orders:

All orders are subject to acceptance by Astellas. **Acceptance shall only be by correspondence from Astellas or actual performance by Astellas.**

5. Minimum order:

On hospital orders of less than \$100 there will be a \$25 handling charge to be paid by the customer. On Wholesaler orders of less than \$1000 there will be a \$25 handling charge to be paid by the customer.

6. Backorders:

Backorders will be cancelled after 30 days.

7. Concealed damage:

Upon discovery, contact your Astellas Customer Service Department and report any concealed damage. The customer service rep will provide instructions as how to proceed.

8. Visible damage:

Any visible damage should be noted on the carrier's bill upon receipt of the order. A request must be made for the carrier's inspector to view the goods in question at that point.

Do not refuse the shipment. Refused shipments due to visible damage will not be credited by Astellas.

Immediately contact your Astellas Customer Service Department and report the product damaged. The customer service rep will provide instructions as how to proceed.

9. Product recall:

Should a product recall or withdrawal be necessary, Astellas will compensate the customer for those expenses incurred in performing all recall services requested by Astellas.

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10. Warranties:

ASTELLAS WARRANTS THAT AT THE TIME OF SHIPMENT, NO PRODUCTS DELIVERED HEREUNDER WILL BE ADULTERATED OR MISBRANDED WITHIN THE MEANING OF THE CANADA FOOD AND DRUGS ACT.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON ANY PRODUCT PROVIDED HEREUNDER EXCEPT THOSE SET FORTH IN THE DESCRIPTION AND DIRECTIONS ON THE LABELING OF SUCH PRODUCTS.

THIS LIMITED WARRANTY SHALL BE RENDERED NULL AND VOID IN THE EVENT ANY SUCH PRODUCTS ARE NOT ADMINISTERED, HANDLED AND/OR OTHERWISE USED IN STRICT ACCORDANCE WITH THE DESCRIPTION AND DIRECTIONS ON SUCH LABELING.

The customer's remedy for breach of warranty pertaining to the product provided hereunder shall be limited solely to the replacement of such product which, upon examination by Astellas, is determined to be out of compliance with the limited warranty contained hereunder. Any action for breach of warranty must be commenced in writing within twelve months after the date of delivery of such product to the customer hereunder.

11. Force Majeure:

Astellas shall be excused from any delay or failure in performance hereunder arising out of cause beyond its control or without its fault or negligence.

Such causes may include, but are not limited to fires, strikes, embargoes, shortages or unavailability of supplies or raw materials or components from customary sources at customary prices, acts of God, production or delivery problems, labour problems, acts of government, war, sabotage, and acts of customer, inability to secure transportation, national disasters, or discontinuance of a product line.

12. Remedies:

Waiver by Astellas of any breach by the customer of these standard terms shall not operate as a waiver of any future breach or as a continuing waiver.

All of Astellas' remedies, whether provided by law, contract or contained elsewhere shall be deemed to be cumulative. The customer shall bear all costs and expenses, including reasonable attorney's fees, incurred by Astellas in enforcing the terms and conditions.

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13. Subject to other policies:

All purchases shall be made in accordance with the payment terms on invoices and such other terms as may be set forth in Astellas Price List, Returned Goods Policy and other policies in effect from time to time.

14. Acceptance by customer:

Acceptance by the customer of these standard terms and approval by Astellas of a customer order for products shall constitute a binding agreement between the parties.

No changes in these standard terms, including any conflicting or additional terms contained in any purchase order or other document submitted by the customer, shall be valid unless approved in writing by Astellas.

15. Amendment:

List prices, delivery terms, terms of payment, and other terms stated herein may be changed by Astellas at any time without notice. Prices are subject to all taxes, as applicable, levied by the government (Federal and/or Provincial).

16. Products sold through Wholesalers:

To the extent any of the products are purchased from a wholesaler, paragraphs one (1) through eight (8) inclusive shall not apply. The customer should contact his/her respective wholesaler(s) for more information and details.

17. Products sold through CPDN:

To the extent any of the products are purchased from CPDN, paragraphs one (1) through eight (8) inclusive shall not apply. The customer should contact his/her respective CPDN order desk for more information and details.

18. Prohibition of Exports:

All products sold by Astellas Pharma Canada Inc. are labeled and approved for sale in Canada only and are not intended for export outside of Canada.

A purchaser (the "Purchaser") of Astellas Pharma Canada Inc. product(s) 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

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- (iii) Offer for resale, resell or consign or otherwise distribute any product to any other person or entity (“further reseller”) who the “Purchaser” knows, 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.

19. Reporting of Purchase Data:

Astellas Pharma Canada Inc. authorized distributors of Astellas pharmaceutical products are required to report all sales of Astellas pharmaceutical products (including historical sales data) to Astellas and/or to any third part designated by Astellas from time to time, such as IMS Health.

The information received by Astellas will be held in confidence and used solely for the management of Astellas’ terms of sale and sales policies in compliance with applicable law (including legislation governing the privacy of personal information)

20. Breach of Terms of Sale:

Should Astellas Pharma Canada Inc. have reason to believe that the “Purchaser” is in breach of these terms of sale, pending completion of any investigations it chooses to carry out, Astellas Pharma Canada Inc. reserves the right, in its sole discretion, to suspend or refuse further sales to a “Purchaser” or if that “Purchaser” is supplied by Astellas Pharma Canada Inc. authorized distributors, to suspend or refuse it approval of sales by such Astellas Pharma Canada Inc. authorized distributors.

21. Returned Goods Policy:

For all Astellas pharmaceutical products available for commercial distribution, Astellas Pharma Canada, Inc. will provide a refund under the following conditions:

The customer may be credited for any Astellas product purchased but not consumed at the time of expiry thereof, in an amount equal to the lower of 100% of the current list price or the contract price for the product.

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Product refund claims must be received by Astellas no later than 12 months after expiry date.

Astellas is not obligated to provide any refund in part or in full for claims received after this 12 month period.

Credits may be given for full or partial bottles, as set out in the table below, of Advagraf® and Prograf® capsules, and Vesicare® tablets, but only full syringes, full vials, full ampoules and full tubes of our injectable and ointment products.

% Returned	Reimbursement - % of Eligible Amount
0 to 24%	0%
25 to 49%	25%
50 to 74%	50%
75 to 99%	75%
100%	100%

Product must be returned in the original packaging.

Drug purchased under Special Access program is not eligible for credit.

Product purchased through CPDN must be returned to the CPDN depot of purchase.

Product purchased on a direct basis must be authorized for return by Astellas prior to returning the product and it should be sent in care of our distribution centre in Vaughan, Ontario clearly indicating the Astellas return authorization number.

The quantity, product code, lot number and expiry date must be detailed for each product return.

These conditions are subject to change at the sole discretion of Astellas Pharma Canada, Inc. Customers will be notified of future changes.

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