

# GENERAL TERMS & CONDITIONS

Effective July 1, 2010 our new legal name is Cardinal Health Canada Inc. Source Medical is a registered business name of Cardinal Health Canada Inc.

## SOURCE MEDICAL

The following terms and conditions form an integral part of the pricing quote you have received from Source Medical.

### PRICING

- A.** Prices quoted are valid for 30 days unless otherwise noted on quote.
- B.** Quoted prices are exclusive of all taxes and subject to duty where applicable.
- C.** Prices are subject to re-negotiation in the event of fluctuations in foreign exchange, inflation and manufacturer price increase. Source Medical will provide a 30-day notice in the event of any such increase.
- D.** Source Medical will not be held accountable for contract pricing on quoted products should the manufacturer discontinue the supply of said products. Source Medical shall attempt, through its best efforts, to substitute products that are clinically acceptable at a fair market price.

### PRODUCT DELIVERY

Except for the financial reasons, if the performance of this agreement or any obligation hereunder is prevented by circumstances beyond the reasonable control of the party affected, including without limitation, fire, explosion, power failure, Acts of God, then the party affected shall be excused from such performance for the circumstance duration.

Purchaser waives any rights under any agreement or law to hold Source Medical liable for the direct, consequential or special damages, which may result thereby. Notification of order cancellation must be requested within 48 hours for goods not stocked by Source Medical. For goods stocked by Source Medical, an order cancellation will be accepted if Source Medical has not shipped the goods.

### MINIMUM ORDER POLICY

A minimum order policy is in effect. Orders below \$150.00 for Continuing Care and below

\$400.00 for Acute Care (before applicable taxes) are subject to a \$20.00 fee.

### LATEX CONTENT

Source Medical will not comment on any matter concerning latex. However, Source Medical will provide company contact information for any quoted or tendered item upon request.

### SHIPPING

Orders that are shipped FOB destination, pre-paid via Source Medical private truck or common carrier, will be shipped in accordance with scheduled dates of delivery. If delivery requirements are requested by the customer outside the scheduled mode of transportation, the customer will assume responsibility for any freight costs. Orders where a combination of freight rates apply (more than one freight rate applies between origin and destination) will be shipped FOB the first transfer point freight prepaid and collect beyond.

### TERMS/PAYMENTS

Payment shall be in accordance with the terms stated on the Cardinal Health Canada Inc. invoice. Invoices that are not paid according to Cardinal Health Canada Inc.'s terms of sale are subject to a late payment charge of 1.25% per month (15% per annum) or the highest amount allowed by law, if lower.

Any portion of an invoice that is disputed MUST be explained to determine whether or not credit is due. To expedite resolution of your dispute, please enclose a copy of disputed invoice along with your remittance.

### PROOF OF DELIVERY

Customer requests for proof of delivery shall be subject to a \$20.00 service charge unless Source Medical is unable to provide.

### SHORT SHIPMENTS

Any short shipments must be noted on the consignee copy of the freight bill at the time of delivery, or the claim will be disallowed. Source Medical's Customer Service Representative must be notified and provided with all detailed information within 72 hours of shipment receipt.

## WARRANTY

There are no warranties which extend beyond the description and directions set forth on the product labels purchased from Source Medical. Unless products are used according to label directions, all warranties expressed or implied, including warranty of merchantability or fitness, are specifically excluded.

## RETURNED GOODS POLICY

1. All returns must be authorized by the Customer Service Representative.
2. Each request must include the following:
  - Customer name and address
  - Invoice number
  - Invoice date
  - Customer P.O. number
  - Quantity, catalogue number and description of item
  - Reason for return
  - Lot number and expiry date
3. The return shipment must be coordinated with the Customer Service Representative, who will advise of the proper mode of transport and product return location. A return authorization number will be issued and must be clearly referenced with your return. Goods must be returned within 10 days. Upon satisfactory inspection of goods, a credit will be issued.
4. Goods ordered in error are to be returned PREPAID. A minimum 25% restocking charge will apply.
5. Goods shipped in error are to be returned COLLECT via Source Medical's carrier of choice, or private fleet.
6. Returns are not authorized for the following:
  - Any item not purchased from the company.
  - Any item purchased on a "special order" basis (unless the original vendor will accept the return). A minimum 25% restocking charge will apply.
  - Expired or short dated products (less than six month expiration).
  - Any product for which special storage requirements are required (e.g. refrigeration).

- Partial units of sale.
- Merchandise past 60 days of invoicing.
- Products not in unopened original carton that are unsaleable.

7. Procedures for handling damaged goods and freight claims:
  - Inspect all shipments the day that they are received.
  - Any shipment damaged in transit requires an inspection from the delivering carrier.
  - Noticeable damage must be noted on the consignee copy of the freight bill at the time of delivery, or the claim will be disallowed.
  - Concealed damage must be reported and a request for inspection made within five days of delivery.
  - Inspection results in a damage report, which is mandatory when filing a claim, per Department of Transport regulations.
  - Retain the merchandise in original packaging pending carrier inspection.
  - Contact the delivering carrier and request an inspection within five days for receipt of shipment.
  - Notify Source Medical's Customer Service Representative and provide all detailed supporting information.
8. Transportation charges may apply based on customer annual sales volume and location. This will be calculated based on a flat charge or a percentage of the invoice value.

## CONFIDENTIALITY

The General Terms and Conditions and related information of this agreement are confidential to Source Medical and PURCHASER and are not to be disseminated, distributed or otherwise conveyed to third persons, other than those officials (including independent auditors) and employees of the parties whose duties require knowledge thereof, without the express written consent of the other party, except in the pursuit of legal redress in the course of law or the direction of any competent legal authority.