

## Terms & Payment

### 1. Purchasing Policy:

- a. **Ordering:** Sterinova Inc. accepts purchase orders sent by electronic data interchange (EDI) or by email at the following address: [info@sterinova.com](mailto:info@sterinova.com) or by fax at (1 450-252-2530). All orders are subject to the acceptance of Sterinova. Sterinova Inc. reserves the right to withhold orders, which are in arrears, or refuse orders if the quantities are not matching historical order patterns and/or volumes allocated.
- b. **Sale price:** Orders are processed and billed at the price in effect at the time they are processed. Prices are subject to change without notice.
- c. **Term:** Net 30 days from the invoice date.
- d. **Minimum order:** Sterinova Inc. will provide free ground transportation deliveries of all orders greater than or equal \$500.00. A delivery fee of \$50.00 will be added to orders less than \$ 500.00. The order with specific delivery instructions may incur additional charges.
- e. **Outstanding orders:** All orders will be cancelled if the product remains unavailable for shipment after 60 days order reception.
- f. **Sales tax:** The federal sales tax (tax on goods and services – GST), provincial tax (Quebec sales tax – QST) or Harmonized Sales Tax (HST) will be charged if applicable. The registration number of Sterinova Inc. GST /HST is 834536880 and the registration number of the QST is 1218771072. The amount of each of the taxes will be shown separately on our bills and that for each item sold.
- g. **Sales data:** As a prerequisite for the continuous supply to any wholesaler or Canadian distributor of Sterinova Inc. products, they must make available a monthly sales report of Sterinova Inc. products including the number of units sold and the price paid per unit in an easily usable electronic format by Sterinova Inc. All sales data received by Sterinova Inc. will be kept confidential and will be used only for internal purposes.
- h. Every purchaser of a Sterinova Inc. product shall in no case sell this product outside of Canada or to a third party whom he knows or suspects to sell products outside of Canada.

2. **Warranty:** Sterinova is committed to provide quality products, reliable, safe and ready to use to its customers in accordance with regulatory requirements for quality and safety.

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- 3. Sterinova Inc. Return Policy Products:** a credit will be applied to products returned under the following conditions:
- a. Returns from authorized distributors for the sale of Sterinova Inc. products only. Only authorized distributors can accept product returns of their clients. A detailed list of returned products and a return authorization number issued by Sterinova Inc. must be included with the returns. Products eligible for a refund are: expired products, defective products, products subjected to recall or withdrawal. All returns of authorized goods must be made within 30 days of receiving the authorization number.
  - b. All eligible expired products must be returned in its original presentation (complete original packaging) and, within twelve (12) months after the expiration date. **No product is refunded after 12 months of its expiry date.** The packaging must be unopened or undamaged, and the customer must provide the appropriate documentation for the return. The credit value will be assessed in proportion to the full boxes. No credit will be given for partial boxes. A credit of 75 % of the original purchase price, meaning the contract acquisition price or the catalogue acquisition price without the distribution fee, will be given only following the approval of Sterinova. A minimum credit value of \$ 100.00 is required to process the demand. The product returned to Sterinova Inc. must be returned to the customer's expense. A 75 % credit amount will be given to products returned within twelve (12) months from the expiry date. No returns will be accepted if the product has more than twelve (12) months of the expiry date.
  - c. All defective products, products subjected to recall or withdrawal must be returned in its original presentation (complete original packaging) within one (1) month after receiving the notification. The customer must provide the appropriate documentation for the return. The credit value will be assessed in proportion to quantity returned. Credit will be issued according to the original purchase price, meaning the contract acquisition price or the catalogue acquisition price including the distribution fee. The product returned to Sterinova Inc. will be returned at Sterinova's expenses. A 100 % credit amount will be given to all defective products, products subjected to recall or withdrawal.
  - d. Sterinova Inc. does not allow in any time payment deductions; counterparties or an invoice correction without a credit note being issued by Sterinova Inc.
  - e. Sterinova Inc. products corresponding to the following criteria are not refundable:
    - I. Narcotics and controlled substances.
    - II. Products damaged by smoke, fire, heat or water resulting from a fire or other insurable causes.
    - III. Products purchased at a bankruptcy sale, liquidation sale, fire sale or any other products generally included in the category "damaged goods".
    - IV. Products purchased through the Special Access Programme (SAP) of Health Canada.
    - V. Products purchased for use or storage in pandemic preparedness.

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- VI. Products purchased to meet the contractual requirements of a competitor out of stock.
- f. For any complaint following a loss, damage or error of delivery, the customer must submit his claim either the carrier or the authorized distributors, and not Sterinova Inc.