

Distribution

Searchlight Pharma Inc. ("Searchlight Pharma") will accept direct orders from hospitals, pharmacies, clinics, Government and authorized distributors.

To order, please contact the Searchlight Pharma customer service department by phone at 1-844-552-8205 or 450-552-8205, by fax at 1-844-552-8085 or 450-552-8085 or by email at searchlight@lsu3pl.ca

The products listed are for sale only in Canada and are not for export. Exporting or permitting the export of these products is not permitted. Using or selling these products in the United States or in other countries to which they are exported may violate laws or infringe intellectual property rights.

Searchlight Pharma will place on back order file any items temporarily out-of-stock and supply these items when stock becomes available, unless the Purchaser specifically instructs otherwise before such goods are shipped.

Prices

Orders will be filled at the prevailing prices in effect at the time the order is received and are subject to change without notice. In the event of a price reduction we are unable to grant credit for stock on hand. Any pricing discrepancies must be reported within 5 business days.

Payment Terms

Terms are from the date of invoice. Searchlight Pharma reserves the right to hold orders for customers with past due balances.

• **Payment terms for all Searchlight Pharma products are: Net 30 Days from invoice date.**

EFT payments available, please contact our Customer Service team.

Taxes

Any applicable taxes required by law will be added to the invoice.

Delivery Terms

All merchandise sold will be shipped FOB point of shipment. Shipping charges on all orders of \$150.00 or more will be prepaid by Searchlight Pharma to any point in Canada including remote locations. Carrier selection is predetermined by Searchlight Pharma. Any customer may request delivery by special means. In such cases, the cost difference will be charged to the customer.

Minimum Order

All orders of less than \$150.00 (before tax) will incur a service charge of \$25.00.

Orders of Dipentum are subject to a 10 bottle minimum purchase.

Orders of Mona Lisa Intra Uterine Devices (IUD's) are subject to a minimum purchase of 10 IUD's from the Mona Lisa suite of products.

August 5, 2016

Terms and Conditions of Sale*

Searchlight Pharma cannot be held responsible for any failure to fulfill any contract or supply of any material due to fires, explosions, labor Liability disputes, interruption of transportation or any other causes beyond its control.

Return of Goods and Credit

Merchandise lost or damaged in traffic:

Claims for damages or shortages must be made to Searchlight Pharma customer service within 3 days from receipt of delivery. Any product damage and/or shortage should be noted on the proof of delivery at the time of receipt by the receiver and countersigned by the agent of the transport company.

The damaged merchandise and supporting documentation from the transport company must be returned to Searchlight Pharma location below. Upon receipt and verification, Searchlight Pharma will replace the damaged or lost merchandise and handle the claim directly with the carrier.

Return of merchandise must be sent to:

**Searchlight Pharma Inc.
c/o LSU Inc.
1375 Newton
Boucherville, QC (J4B 5H2)**

Merchandise for return / credit:

Return items are limited to the return of products by authorized distributors of previously purchased expired merchandise in original packaging. Product sold directly to a patient, clinic or on-line are non-returnable. A Return Authorization Number must be obtained from Searchlight Pharma Credits and Returns department before returning any product. Returned goods will not be credited if not accompanied by a Return Authorization number or document.

Products Eligible for Exchange or Credit:

Searchlight Pharma will accept product for credit based on the following criteria:

- Expired products purchased by authorized distributors returned prepaid to Searchlight Pharma within one year after the expiration date in its original packaging.
- Full bottles/packages will be credited at 95% of eligible amount.
- Credit will be based on the lesser of acquisition price or current list price.
- Credit will be issued only if the amount to be credited exceeds \$25.00.
- Credit will be issued only if product is returned by the original purchaser.

*subject to change without notice

Terms and Conditions of Sale*

Products Not Eligible For Exchange or Credit:

- Product sold directly to a patient, clinic or on-line.
- Unexpired product.
- Products not in their original packaging or with signs of damage or use.
- Products sold originally on a non-returnable basis.
- Products which have been subjected to improper storage conditions or exposed to smoke, fire, water or involved in a liquidation or bankruptcy sale.

- Products requiring refrigeration
- Products returned by anyone other than the original purchaser.
- Discontinued products greater than 12 months after notice of discontinuation.
- Expired products after 12 months of expiry.