

Distribution

Searchlight Pharma Inc. ("Searchlight Pharma") will accept direct orders from authorized distributors and wholesalers on all products and from private and public health clinics, governments and hospitals on certain products only. All other customers, such as retail pharmacies, can order directly from authorized distributors. Searchlight Pharma reserves the right to refuse service to anyone.

To order, please contact the Searchlight Pharma customer service department by phone at 1-866-665-8813, by fax at 866-868-5269 or by email at Searchlight@customer-support.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 backorder, Searchlight Pharma cannot guarantee the price at the time of order if fulfilling the backorder takes longer than 2 months. 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.

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 \$100.00 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

Minimum order amount (before taxes) of \$100.00 will apply. Certain products will also be subject to the following minimums:

- Orders of Dipentum are subject to a 10-bottle minimum order.
- Orders of Mona Lisa Intra Uterine Devices (IUD's) are subject to a minimum of 10 IUD's from the Mona Lisa suite of products.
- For refrigerated products (Bacid, Cerebyx) the minimum order is 12 units.
- For Narcotics (Ketalar) the minimum order is \$500.00.

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 transit:

All claims for incomplete shipments, damage and loss in transit must be clearly indicated on the shipping company's delivery note at the time of receipt of the goods, otherwise no claim will be possible. Claims for damages or shortages must be made to Searchlight Pharma customer service within 5 business days of the delivery date by contacting a Customer Service Representative at Searchlight@customer-support.ca. Any product damage and/or shortage should be noted on proof of delivery at the time of receipt by the receiver and countersigned by the agent of the transport company.

Terms and Conditions of Sale*

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 credit 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 MSD
102-8449 Lawson Road
Milton, ON L9T 9L1

Merchandise for Return / Credit:

Return items are limited to the return of products by authorized distributors and wholesalers of previously purchased expired merchandise in original packaging. Product sold directly to a patient, private and public health clinics, governments, hospitals 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. Customers will be responsible for the shipping costs of expired products.

Products Eligible for Exchange or Credit:

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

- Expired products purchased by authorized distributors and wholesalers returned prepaid to Searchlight Pharma within 12 months after the expiration date in its original packaging.
- Credit will be provided only for full bottles/packages.
- Credit will be based on 90% of the lesser of acquisition price or current list price.
- Credit will be issued only if the amount to be credited exceeds \$100.00.

Products Not Eligible for Exchange or Credit:

- Expired products returned more than 12 months after the expiration date.
- Unexpired product.
- Products that are no longer in their original packaging or with signs of damage or use.
- Products that were acquired through a fire sale, bankruptcy, or salvage.
- Products damaged by improper storage or exposure to extreme conditions such as high temperatures, smoke, fire or water.
- Opened or partially used products.
- All injectable products, Adrenalin Topical and Bulkamid.
- Items originally sold on a non-returnable basis.
- Surplus of purchase.
- Surplus representing more than 2 months of historical purchases.
- Surplus due to higher purchases caused by a competitor's stock-out.
- Products requiring refrigeration.
- Products returned by anyone other than the original purchaser.
- Discontinued products greater than 12 months after notice of discontinuation.
- Products which have been shipped outside of Canada.