

## CUSTOMER SERVICE TERMS AND CONDITIONS

### TERMS:

- Net 30 days from invoice date, 1.5% per month charged on overdue accounts.
- Prepaid shipping on orders \$3,000 or more.
- All products must be ordered in units by full pack size. See pack size requirements on our product list.

### PRICES:

Orders for Elvium products will be invoiced at the prices in effect as of the date the order is submitted. Product prices are subject to change at Elvium's discretion and without notice. Provincial taxes, G.S.T./H.S.T. are not included.

### ORDERS:

Customer orders must be addressed to:

Elvium Life Sciences  
575 Granite Court  
Pickering, Ontario  
L1W 3W8

Orders for narcotic and controlled products must be signed and dated by an individual who is duly authorized to purchase such products. The original duly signed and dated order form must be received at the aforementioned address for processing. Elvium will not accept telephone, email or fax orders for narcotic and controlled products.

### BACKORDER POLICY:

**Narcotic and controlled products:** Elvium will not maintain backorders on narcotic and controlled products. Direct orders received for such products which cannot be immediately fulfilled will be automatically cancelled and new Purchase Orders will be required for unfilled orders.

**All other products:** Backorders for all other Elvium products will be shipped once the product(s) become(s) available, unless otherwise instructed by Elvium.

### PROHIBITION ON EXPORTS:

- Elvium products are approved by Health Canada for sale and resale in Canada only and are **NOT FOR EXPORT**. Exporting, or allowing or enabling the export by a third party of Elvium products outside of Canada is strictly prohibited.
- Elvium customer agrees that it shall not directly or indirectly:
  - (i) export product from Canada to any other jurisdiction;
  - (ii) sell, transfer or distribute product for export from Canada to any other jurisdiction; and

- (iii) sell for resale to any third party who the customer knows or suspects or reasonably should know or suspect will export product from Canada to any other jurisdiction.
- Elvium customer agrees to enter into a written agreement with any party to whom it sells products for resale, requiring such party to comply with these Terms and Conditions as regards the prohibition on exports.
- The sale of products confers a license to the customer to sell products in Canada only. Exporting or permitting the export of product outside of Canada may violate laws or infringe intellectual property rights in other jurisdictions.
- If Elvium has reasonable grounds for believing that any customer has failed to comply with the terms and conditions of sale, Elvium reserves the right to withhold further sales or revoke approval of sales of its products to such customer.

**DAMAGED OR INCORRECT SHIPMENTS:**

Claims to Elvium Life Sciences for alleged damages or shortages or errors in order fulfillment (each a “Claim”) are applicable only in relation to direct orders. In such an event, the customer asserting a Claim must report all relevant details of the Claim to Elvium Customer Service at **1-833-744-0005** or via email at [customerservice@elvium.ca](mailto:customerservice@elvium.ca) **within five business days** of receipt of the corresponding order. All products subject to a Claim must be retained by the customer and must not be refused on delivery.

Customers who purchased Elvium products from an authorized wholesaler or distributor and in respect of which it is alleged there were damages, shortages and/or errors in order fulfillment must contact said authorized wholesaler or distributor for return and/or credit instructions.

Failure to comply with the requirements described in this section respecting damaged or incorrect shipments will result in the refusal of any credit claims.

**PRODUCT COMPLAINTS:**

All alleged defects relating to Elvium products must be immediately reported to Elvium Customer Service at **1-833-744-0005**.

**CHANGES TO THESE TERMS AND CONDITIONS:**

These Terms and Conditions supersede all previous versions and are subject to change at Elvium’s discretion and without notice. Elvium Life Sciences will notify its customers of any changes to these Terms and Conditions by posting the updated version on its website at [www.elvium.ca](http://www.elvium.ca).