

**BAXTER'S  
"CONSOLIDATED TERMS AND CONDITIONS"**

<b>TOPIC</b>	<b>GENERAL POLICIES</b>
<b>"Purchase Orders"</b>	Only Baxter may accept the Purchase Orders for Products, quantity and specific shipping instructions. Any modifications regarding pricing or terms of sale must be directed to your local Baxter Sales Representative and must be pre-approved by Baxter.
<b>Pricing</b>	Baxter Products will be invoiced at the unit of measure price. Pricing and specifications are subject to change without notice. For specific pricing information, please contact your local Baxter Sales Representative.
<b>Taxes</b>	Quoted prices are exclusive of all taxes and subject to duty where applicable. Customer is responsible for the payment of all applicable sales taxes or providing proof of all applicable tax exemptions on Purchase Orders.
<b>Order Placement, Lead Time &amp; Order Cut Offs</b>	In order to meet the Customer's expected delivery day, Baxter requires appropriate order placement lead-time and order cut off times. Respecting the order lead-time will permit time for resolving order transmission issues or inaccurate Product coding. If a Customer experiences technical difficulty in completing the Purchase Order transmission (eg. EDI order delay, GHX (Global Healthcare Exchange) network delay, or delayed Faxes sent by batch processing) there is a risk that the order may end up being processed late. This may result in expedited freight charges. The official time stamp will be identified by the electronic time stamp on the eCommerce or (Fax) transmissions. Electronic acknowledgements for eCommerce orders should be received by the Customer within one hour. If no acknowledgement is received within one hour, it is the Customer's responsibility to contact Baxter's Customer Service Representatives. The Customer order lead-time information for your location is available from your Customer Service Representatives.
<b>Product Delivery &amp; Force Majeure</b>	Baxter agrees to use commercially reasonable efforts to supply Product orders to Customer. Customer shall notify Baxter of short shipments within 24 hours of receipt of the order. The obligations of either Baxter or Customer to perform its obligations under these Consolidated Terms and Conditions shall be excused during each period of delay caused by industrial disputes, strikes, supplier delays, embargo, shortages of raw materials, explosion, riot, revolution, terrorism, government directive, catastrophic computer failure, pandemic or any similar form of epidemic, earthquake, fire, flood, tornado and other natural physical disasters ("Force Majeure"). In the event that either Baxter or Customer shall be affected by a condition of Force Majeure, such party shall give the other party prompt notice thereof, which notice shall contain the affected party's estimate of the duration of such condition and a description of the steps being taken or proposed to be taken to overcome such condition of Force Majeure. Any delay or non-performance occasioned by any such cause shall not constitute a default under these Consolidated Terms and Conditions, and the related performance obligations of an affected party shall be suspended during the duration of the Force Majeure condition.
<b>Product Discontinuation</b>	Notwithstanding any provision of these Consolidated Terms and Conditions to the contrary, if Baxter ceases to manufacture or distribute a Product for any reason (including but not limited to by reason of withdrawal of Health Canada's marketing authorization for the Product), Baxter shall have the right, without cost or penalty, to remove any such affected Product(s) from Baxter's Product catalogues and Baxter shall be relieved from its obligations relating to such Product(s).
<b>Shipping</b>	When orders are shipped F.O.B. destination, prepaid via Baxter private truck or common carrier, they will be shipped in accordance with scheduled dates of delivery. On orders with destinations that require a combination of freight (more than one freight between origin and destination) extra rates

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	may apply, and will only be shipped F.O.B. to the first transfer point freight prepaid and collect beyond. If the Customers' delivery requirements are outside the scheduled mode of transportation, the Customer will assume responsibility for any freight costs. Further information is available from Baxter's Customer Service Representative.
<b>Terms/Payment</b>	Unless otherwise specified on the invoice or under applicable law, terms of sale are net 30 days. Invoices that are not paid according to Baxter'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, which is disputed, must be communicated to Baxter's Customer Accounts Department upon invoice receipt using the phone number quoted on the invoice. Only amounts that are validly disputed may be withheld from payment pending resolution. Any portion of an invoice not validly in dispute must be remitted within the terms of sale.
<b>Pallet Exchange</b>	Large volume orders are shipped palletized on four-way hardwood pallets. Any equal number of hardwood pallets will be exchanged between the carrier and the Customer at the time of delivery. Returned pallets will be documented for audit purposes.
<b>Proof of Delivery</b>	Customer request for proof of delivery shall be subject to a \$50.00 service charge per request, unless Baxter is unable to provide the requested proof of delivery.
<b>Warranty</b>	There are no warranties, express or implied, including any warranty of merchantability or fitness for particular purpose, on any Products sold to or provided to Customer, including any hardware or software, except those warranties set forth in the description and directions on the labelling of the Products. Unless the Products are used in accordance with the directions on the labelling of the products, any warranties in such description and directions are void and have no effect.
<b>Product Return Policy</b>	<ol style="list-style-type: none"> <li>1. All returns must be authorized by Baxter.</li> <li>2. Each request must include the following information: <ol style="list-style-type: none"> <li>a. Customer name and address</li> <li>b. Invoice number</li> <li>c. Invoice date</li> <li>d. Customer P.O. number</li> <li>e. Quantity, catalogue number and description of Product</li> <li>f. Reason for the return</li> <li>g. Lot number and expiry date</li> </ol> </li> <li>3. If Baxter has agreed to accept the return, a return authorization number will be issued and must be clearly referenced with the Customer's return. The return shipment must be coordinated with the Customer Service Representative, who will advise Customer of the proper mode of transportation for the return.</li> <li>4. Products ordered in error are to be returned prepaid and are subject to a 15% restocking charge. Special order Products may not be eligible for return.</li> <li>5. Products shipped in error are to be returned collect via Baxter's carrier of choice.</li> <li>6. ALL chemical returns are to be shipped prepaid in accordance with transport of dangerous Products regulations. Freight charges will be reimbursed where applicable.</li> <li>7. Unauthorized returned Products will be returned to the Customer, freight collect, or may be retained and credited at a maximum 50% of the original purchase price.</li> <li>8. Returns are not authorized for the following: <ol style="list-style-type: none"> <li>a. Any Product not purchased from Baxter</li> <li>b. Any Product purchased on a "special order" basis (unless the original vendor will accept return)</li> </ol> </li> </ol> <p>Expired or short dated Product (less than 6 months expiration)</p>

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	<p>d. Any Product for which special storage requirements are required (ie. refrigeration)</p> <p>e. Partial units of sale</p> <p>f. Merchandise past 90 days invoicing</p> <p>g. Products not in unopened original carton that are unsaleable</p> <p>h. Diagnostic Products on quality assurance or other lot number specific programs</p> <p>9. Credit for authorized returns will be issued within 30 days of Product receipt at a Baxter facility.</p> <p><b>Special policies may apply for unique products, such as pharmaceuticals. Further information is available from your Customer Service Representative.</b></p>
<b>Damaged Products</b>	<p>Procedure for handling damaged Products and freight claims:</p> <ol style="list-style-type: none"> <li>1. Customer is to inspect all shipments the day they are received.</li> <li>2. Any shipment damaged in transit requires an inspection from the delivering carrier.</li> <li>3. Noticeable damage must be noted on the consignee copy of the freight bill at the time of delivery, or the claim will be disallowed.</li> <li>4. Concealed damage must be reported and a request for inspection made within 5 days of delivery.</li> <li>5. Inspection results in a Damage Report, which is mandatory when filing Customer claim, per Department of Transport regulations.</li> <li>6. Retain the merchandise in original packaging pending carrier inspection.</li> <li>7. Contact the delivery carrier and request an inspection within 5 days of receipt of shipment.</li> <li>8. Notify Baxter's Customer Service and provide all detailed supporting information.</li> </ol>
<b>Order Cancellation</b>	<p>Notification of order cancellation must be requested within 3 business days of scheduled delivery date for Products not stocked by Baxter. For Products stocked by Baxter, an order cancellation will be accepted if Baxter has not shipped within a predefined lead time. Otherwise the order will be filled and the cost of cancellation will be borne by the Customer. For orders that have sent out for delivery, cancellation will be treated as a "returned Products request" and may result in the Customer being responsible for return freight charges and restocking fees.</p>
<b>Minimum Shipment Value</b>	<p>Orders placed with a total Product value below \$500 (pre taxes) will be subject to a handling charge of \$50 per order.</p>
<b>Expedited Processing &amp; Delivery</b>	<p>Published prices for the Products include normal processing and delivery charges for scheduled orders and deliveries. When a Customer requires expedited order processing and delivery, the Customer is responsible for the associated processing and delivery charges for all Products. If the Customer requires expedited, off schedule, rush, or after hours and weekend order processing and delivery, the Baxter Customer Service Representative will advise the Customer of additional charges at the time the order is placed.</p>
<b>Amendments</b>	<p>These Consolidated Terms and Conditions may be amended by Baxter from time to time in its sole discretion. Any such amendment shall take effect and be binding upon the Customer when it is posted on Baxter's web site (located at <a href="http://www.baxter.ca">www.baxter.ca</a>) or when a notice of the change is given by Baxter to the Customer in a separate document or in an updated version of Baxter's catalogues for each Product or Product category, as the case may be, whichever is earliest.</p>
<b>Limitation of Liability</b>	<p>Notwithstanding any other term of these Consolidated Terms and Conditions, neither Baxter or Customer shall be liable to the other under any circumstances for any special, indirect, consequential, or punitive damages, including, but not limited to, loss of profits and business opportunity costs, or loss of goodwill, even if advised of the possibility of such damages.</p>

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<b>Prohibition of sale outside of Canada</b>	Customer shall not sell any Products outside of Canada or sell to any party that Customer knows, or should reasonably be expected to know, will sell outside of Canada.
<b>Compliance</b>	Customer shall ensure that it, and each of its locations, have all required local, provincial and federal licenses applicable to the sale and distribution of the Products, and provide proof of required licenses to Baxter upon request. Customer shall operate in accordance with all applicable local, provincial and federal laws and