



## VALNEVA CANADA INC. TERMS & CONDITIONS OF SALE

These terms and conditions apply to purchases by you (the “Customer” or “you”) of products from Valneva Canada Inc. (the “Product” or “Products”). These terms and conditions of sale (the “Terms”), issued by Valneva Canada Inc. (“Valneva”) as of January 31, 2017 supersede any terms and sales conditions previously issued and all terms and conditions contained in any Customer purchase order or other document. These Terms remain in effect until Valneva provides the Customer with a written notice to the contrary. All Product orders are subject to these Terms. By ordering Valneva Products, you agree to abide by these terms and conditions of sale. Valneva reserves the right in its sole discretion to suspend future Product shipments to any customer who violates one or more of the policies, terms and conditions contained herein.

### ORDERING INFORMATION

#### **Orders**

Order management and fulfillment services will be completed by Accuristix.

#### **Remittance Address**

Accuristix  
122 Stone Ridge Road  
Woodbridge, Ontario  
L4H 0A5

To place an order, you must call the Accuristix Customer Services or fax your order to the following number:

Accuristix Customer Service can be contacted:

By **phone** at 1 855 385 6725

By **fax** at 1 855 551 1122

By **email** at [csrValneva@accuristix.com](mailto:csrValneva@accuristix.com)

Regular Customer Service Hours are: Monday to Friday, 8:30 a.m. – 4:30 p.m. EST

Orders must be placed before 2:30 p.m. EST in order to be eligible for next business day delivery. (Excludes Friday delivery)

Cold Chain orders are processed Monday through Friday. Orders are not processed on Saturdays, Sundays or Holidays.

#### **Order Acceptance**

All orders are subject to acceptance by Accuristix and Valneva. Valneva may, within its sole discretion, decide not to accept any orders and may place controls on orders and/or allocate supply of product among customers. The minimum order amount is \$300.00 NET per order. Orders for less than this amount will be rejected.

### TERRITORY AND LIMITED LICENSE

#### **Territory**

You hereby undertake not to, directly or indirectly:



1. Sell, transfer or distribute, or facilitate the sale, transfer or distribution of Product for export from Canada to any other jurisdiction; or
2. Sell, transfer or distribute, or facilitate the sale, transfer or distribution of Product for resale, transfer or distribution to any party who you know, or reasonably should know, will export said Product from Canada to any other jurisdiction.

#### **Limited license**

To the extent a Product is protected by a Valneva Canadian patent, Valneva grants you, with respect to such Product purchased from Valneva, a limited license to resell the Product within Canada, solely for use in accordance with the Product labeling, and provided that you have no reason to believe that the purchaser is directly or indirectly, selling, transferring, or distributing, or facilitating the sale, transfer or distribution of, or otherwise providing, the Product to anyone outside of Canada, or to anyone who is known to be (or there exists grounds to believe may be), directly or indirectly selling, transferring or distributing, or facilitating the sale, transfer or distribution of, or otherwise providing, such Product to anyone who resides outside of Canada. No patent rights in any other country are licensed hereunder.

Notice of this limited license shall be given upon the sale, transfer or distribution of Product, to advise any purchaser that you have limited licensed rights and may not convey more rights to the purchaser than those set out herein.

## **PRICING AND PAYMENT TERMS**

#### **Prices and Quotations**

Orders for Product will be filled and invoiced at the prices in effect at the time that the order is processed. Prices are subject to change without notice, at Valneva's discretion.

#### **Payment Terms**

Terms of payment are net 30 days from the date of invoice unless otherwise specified in writing on the invoice. Credit card payments will be billed and processed immediately upon receipt by Valneva of the order.

All prices are exclusive of GST, HST and PST.

## **TRANSPORTATION AND HANDLING**

All orders are shipped DDP (Incoterms 2010) destination, freight included. Title to, and risk of loss and damage to, the Products, pass to you upon delivery of the Products.

Carrier selection is at Valneva's sole discretion.

**Cold Chain product(s)** are shipped Monday through Thursday, and cannot be shipped during extreme weather conditions.

## **RETURNED GOODS**

#### **Returned Goods Policy**

No credit exists until a credit note is issued by Accuristix and no deduction, offset, or adjustment to any invoice may be made by the Customer except on the basis of a credit note.

Before any Product is returned a "Returned Goods Authorization" (RGA) number must be obtained from the Customer Service department. Goods returned without authorization will not be credited or deducted.



To obtain a Returned Goods Authorization (RGA) number, please contact Customer Service via one of the methods below:

- By **phone** at 1 855 385 6725
- By **fax** at 1 855 551 1122
- By **email** at [csrValneva@accuristix.com](mailto:csrValneva@accuristix.com)

An authorized return must be sent within 30 days from the receipt of an authorization number.

*All returned product(s) must be returned in full, original packaging (including the product insert).*

The Customer is responsible for ensuring that the returned Products are shipped in compliance with applicable law and Product shipping, handling and storage instructions.

Valneva reserves the right to inspect all returns before issuing a credit. Valneva has the right to destroy Product which is returned outside the policy or which is considered unfit or unsafe for use.

#### **Acceptable Returns**

Product may be eligible for credit under the following conditions, but subject to Valneva's written authorization in accordance with the procedures set forth herein:

- ) Expired product: Expired product must be returned within six months after expiration date in full, undamaged, unopened original Valneva Canada packaging.
- ) Customer ordering errors: immediately contact the Customer Service department to report any customer ordering errors. *Period/temperature and storage documentation must be included with the return.*
- ) Shipping errors: report shipping errors to Customer Service within 3 business days of receipt.
- ) Damaged Products (due to shipping): please take photos and contact Customer Service within 3 business days of receipt. Any visible damage should be noted on the delivery document upon receipt of the order. *Do not refuse the shipment, as this will void Valneva's right to claim reimbursement for damages. Refused shipments due to damage will not be credited.*
- ) Damaged Products: Product must be returned in full, original Valneva packaging inclusive of the damaged portion of the product.

#### **Non-Acceptable Returns:**

- ) Broken, marked or damaged due to your acts or omissions or due to negligence or improper storage or if it has otherwise become unsaleable for reasons beyond Valneva's control, including without limitation of Product has been subjected to extremes in temperature or exposure, improper storage or handling, and/or improper packaging or use of shipping materials during return.
- ) Partial products (product must be returned in full, original packaging).
- ) Product involved in a sacrifice or a hazard (including, but not limited to fire, water, or smoke)
- ) Product which has been purchased from a bankruptcy sale or going out of business sale.
- ) Product which has been repackaged, over-labelled or reconstituted.

**If the Product was purchased from a wholesaler, a retail distributor or some other person (other than Valneva), you must contact the seller from whom you bought the Product directly for return instructions, as the instructions set out in this section will not apply and no such returns will be accepted, credited or deducted.**

#### **Return Contacts & Addresses**

**Accuristix**  
8875 Torbram Road  
Brampton ON L6T 4G1



**Credit of Returns**

- ) Credit\* will be calculated at 90% of the original invoice price, minus any chargebacks or rebates applicable. Valneva Canada reserves the right to make the final determination as to the amount or credit. Notwithstanding the foregoing, returns for damages prior to delivery, shortage or shipment errors or shipment damages will receive a full credit of the original invoice price, minus any chargebacks or rebates applicable.
- ) Shipping charges are to be prepaid by the customer.
- ) \* Please note that Ixiaro® is sold as non-refundable. No credit for expired Ixiaro® will be issued.

**STORAGE AND HANDLING, TRACEABILITY, PRODUCT RECALL AND LIABILITY**

**Storage and handling**

Customer is responsible for maintaining proper storage and handling conditions for all Products as required by applicable law or as set out in the applicable product labeling.

**Traceability**

Pursuant to applicable legislation, it is hereby acknowledged that Valneva’s responsibility with respect to product traceability is limited to identifying products delivered and the location of the related delivery. Thereafter, it is incumbent upon you to ensure the traceability of the Products, once they are delivered, ensuring that you are able to locate the Products within your distribution network.

**Product Recall**

Should a product recall or withdrawal be necessary, Valneva will compensate customers only for direct expenses in performing all recall services requested by Valneva.

**Liability**

Valneva’s guarantee of the Products is strictly limited and is restricted to the identity of the Products and their manufacture in conformance with good manufacturing practices and applicable laws. No other warranty or condition, statutory or otherwise, shall be implied, including, without limitation, a warranty or condition as to quality or fitness for a particular purpose.

Except as otherwise expressly provided herein, neither Valneva nor any of its affiliates nor any of their directors, officers or employees make any representations nor extend any warranties of any kind. Valneva shall not be liable on any basis or under any circumstances to the Customer, its affiliates or any third party for any indirect, special or consequential damages or other damages not a direct or natural consequence of a material breach or negligence arising herefrom or from the sale of Valneva’s products, including damages for lost profits or income.

**REPORTING AND PRODUCT COMPLAINTS**

You may be required to report inventory and all shipments of all Products (including historical inventory and shipment data) to Valneva and/or to any third party designated by Valneva upon request. Reports will include Customer’s inventory and shipments of Products, in sufficient detail as to allow Valneva to identify the purchaser of such Products from you. The information received by Valneva will be held in confidence. To the extent Customer may, in fulfilling its obligations under this Agreement, collect, use or disclose information about its own customers, Customer will ensure that such information is collected, used and disclosed with the knowledge and consent of the individual to whom the information related, in accordance with applicable privacy laws.

**For any product complaints, please contact the VALNEVA Canada medical information phone number at: 1-855-356-0831 within 24 hours of receipt of the complaint.**

## GENERAL PROVISIONS

**Force Majeure:** Valneva shall not be held liable for any delay or failure in performance hereunder arising out of a cause beyond its control or without its fault or negligence. Such causes may include, but are not limited to, fires, strikes, embargoes, shortages or unavailability of supplies, raw materials, components or products from customary sources at customary prices, acts of God, production or delivery problems, labour problems, acts of government, war, sabotage, acts of customer, inability to secure transportation, national disasters or discontinuance of a product line. Customer agrees that in such events, available products may be allocated by Valneva Canada in its sole discretion among its customers without liability.

**Non-Compliance with Terms:** Without prejudice to any other rights and claims it may have in connection with a breach, Valneva may reject orders from, or refuse to make any further sales of Products to, any customer (and/or any of its affiliates) that fails to comply with these Terms. If Valneva has reason to believe that a customer is in breach of these Terms, pending completion of any investigations, Valneva reserves the right to suspend or refuse, at its discretion, any further sales of Product to such customer.

**No Waiver:** No waiver of any breach of any provision hereof or the right to receive any entitlement hereunder shall be held or deemed to be a waiver of any other or subsequent breach or right. The failure of Valneva to enforce at any time any provision hereof shall not be deemed a waiver of any right of any such party to subsequently enforce such provision or any other provision hereof. Any single or partial exercise of any right or remedy hereunder shall not be deemed to preclude any other or further exercise of any other right or remedy granted hereby or by any applicable laws and regulations.

**Confidentiality:** Customer recognizes that all information, trade secrets, procedures, techniques and materials pertaining to the Products, and all business, financial and operational information of Valneva, are strictly confidential; Except as required to fulfill its obligations under this agreement, the buyer shall not divulge to any person, corporation, firm, partnership, or any other organization or third party, any information referred to herein, including without limitation the financial terms applicable to the sale of the Products. Such obligation shall survive termination of this agreement.

**Governing law and jurisdiction:** It is agreed that the present document and all other transactions and dealings of the Customer with Valneva with respect to the supply of Valneva's Products, shall be governed by the laws of the Province of Quebec, and the laws of Canada applicable therein. In the event of any dispute between the parties, they will attorn to the exclusive jurisdiction of the courts of Montreal, Quebec.

**Language:** The Parties acknowledge that they have required that this agreement as well as the documents, notices and legal proceedings, executed, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que tous les documents exécutés, avis donnés et procédures judiciaires intentées directement ou indirectement à la suite ou relativement à la présente convention.*