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LEO Pharma Inc. TERMS AND CONDITIONS OF SALE

All purchases are subject to LEO Pharma Inc.'s terms and conditions of sale.
Payment due dates are based on invoice date.

- **Minimum Order Quantities:** All stock orders must be submitted in minimum order quantities or multiples thereof as designated in the current LEO Pharma Inc. Wholesaler Price List unless otherwise authorized by the Trade Department. Orders submitted in less than the designated quantities will be cancelled or adjusted upward to meet the criteria after contacting the customer.
- **Pricing:** Pricing terms for the products reflected on this invoice may involve a discount or reduction in price (including discounts, rebates, free goods and contractual allowances) that must be reported in connection with any costs claimed or charges made to federal health care programs in accordance with the provisions of 42 U.S.C. § 1320a-7b(b)(3)(A) and/or 42 C.F.R. § 1001.952(h)(I).

Failure to do so could subject you to civil or criminal penalties or exclusion from participation in Federal health care programs.

- **For Customer Payments By Check:** LEO Pharma Inc. will provide a cash discount of 2% off invoice (after the deduction of all credit memos except chargeback credit memos) for cash payments postmarked no later than 30 days after the date of invoice or within the time period otherwise specified on the invoice. This policy is described as 2% 30, Net 31 days.

If the LEO Pharma Inc. invoice is due on a Saturday, Sunday or widely celebrated national holiday, the customer's check must be postmarked no later than the next business day. If the customer payment is postmarked 31 days or more from the invoice date or anytime after the cash discount date or otherwise specified in the invoice, the full amount of the invoice must be paid.

- **For Customer Electronic Payments (EFT):** LEO Pharma Inc. will provide a cash discount of 2% off invoice (after deduction of all credit memos except chargeback credit memos) for electronic funds transfer payments received in LEO Pharma Inc.'s bank, in good funds, no later than 34 days after the date of invoice or within the time period otherwise specified on the invoice. For invoices with a weekend or national holiday due date, the EFT must be received in LEO Pharma Inc.'s bank, in good funds, no later than the next business day. This policy is summarized as 2% 34, Net 35 days.



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- Unearned Cash Discounts: Customers must reimburse LEO Pharma Inc. for any cash discounts taken but not earned. LEO Pharma Inc. will issue a second invoice for unearned cash discounts for which the customer must make payment no later than 15 days after the date of invoice with the weekend and holiday exceptions outlined above.
- Shortages or Damaged Product: Claims of damage, shortage, and the like must be made within (10) days of receipt of merchandise and must be accompanied by a signed delivery receipt if they are to be honored. Address all claims and inquiries to:

If by phone: 866-344-8878

If by FAX: 614-652-0675

If by email: GMB-SPS-LEO@cordlogistics.com

Should any order be accepted which contains either apparent or concealed shortage; the delivery carrier must be notified to perform an inspection within ten (10) days of receipt of the order.

- Shipping: All products are sold F.O.B. destination with shipping pre-paid by LEO Pharma Inc. for standard shipping. Non-standard shipping costs will be billed to the customer and payable with standard invoice terms.