

Sales Terms

Updated: 24 August 2023

General Terms & Conditions of Sale

Acceptance of orders by Dormer Laboratories Inc. (“DLI”) from Buyer is conditional upon Buyer’s consent and agreement to the terms and conditions of sale set out below. Buyer’s acceptance and use of shipped goods will be conclusively deemed consent and agreement to these terms and conditions.

1. **ORDER ACCEPTANCE:** Once Buyer’s order is accepted by DLI, a binding contract is created to purchase and sell the goods identified on Buyer’s order on the terms and conditions indicated below. Acceptance of any purchase order is subject to credit approval. **ALL ORDERS ACCEPTED BY DLI ARE CONSIDERED FINAL AND NON-CANCELLABLE.**
2. **PRICES:** Prices invoiced are those currently in effect. All prices are exclusive of applicable taxes related to the purchase and delivery of the goods, and any such charges shall be paid by the Buyer. Product prices are subject to change without notice. Typographical and other errors in stated prices are subject to correction.
3. **SHIPMENT AND RISK OF LOSS:** The methods of shipment shall be in accordance with DLI’s standard procedures. Applicable transportation and shipping charges shall be invoiced to and paid by Buyer. Risk of loss or damage shall pass to Buyer upon delivery of the goods to the common carrier for delivery to the Buyer.
4. **INSPECTION AND ACCEPTANCE:** Buyer shall inspect all shipments of goods upon arrival for damage and, if found, have the driver sign confirmation and then make a claim with the carrier. In the case of any over-shipment, shortages or other failures, Buyer must send a written notice to DLI within five (5) business days with such notice accompanied by packing slips, inspection reports, and other documents to support Buyer’s claims. All shortages or other failures to conform not reported to DLI within the five (5) business days will be deemed forever waived by Buyer.
5. **PRODUCT WARRANTY:** DLI makes no representations or warranties, expressed or implied, except for the written warranty, if any, which accompanies the goods purchased hereunder.
6. **RETURNED GOODS POLICY:** DLI provides its customers with the highest quality products and guarantees that they will perform effectively when stored and used as directed. DLI product lines are highly regulated. The sub-sections below describe the specific conditions and terms for product returns.

6.1 Non-Returnable Product:

ALL SALES ARE FINAL FOR NON-RETURNABLE PRODUCTS

No credit or exchange will be issued for regulated drug products (DIN identifiers) and regulated natural health products (NPN identifiers); examples include haptens (allergens), wart removers, medicated shampoos and products with sunscreen ingredients.

6.2 Non-Returnable Product:

Excluding the non-returnable products described in section 6.1 above, DLI will accept return of unopened, original trade units up to three (3) months past the expiration date of the product for credit, or exchange. Such products can be returned to the wholesaler of the original purchase or directly to Dormer after obtaining a Dormer Return Authorization number.

No credit or exchange will be considered for:

- products more than three (3) months beyond expiration date
- products that have been opened, partially used, marked or disfigured in any way
- products that have been improperly stored
- products returned without prior authorization from DLI
- promotional sales products or samples
- products that are not in the original packaging or condition

6.3 Shipping Errors: 100% credit will be issued on returns of products shipped in error by DLI. DLI must be notified within five (5) business days of receipt of products by the original purchaser.

6.4 Product Damaged During Shipment: In cases where a carrier shipment damage claim does not cover interior product damage, DLI will issue a negotiated credit or product replacement, when DLI is notified within five (5) business days of delivery of the products. The customer must make every effort in placing a claim with the carrier.

6.5 Customer Order Errors: Excluding the non-returnable products described in section 6.1 above, products ordered in error by the original purchaser could be returned and could be subject to a 30% re-stocking fee, provided DLI has been notified within five (5) business days of receipt of the order, a DLI Return Authorization has been provided by DLI, and that the product:

- is in its original unopened container and in no manner defaced,
- is returned to DLI at the Buyer's expense,
- is in saleable condition.

6.6 Return Procedure

NO RETURN WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION

A Return Authorization request must be made by the original purchaser to DLI, clearly stating the reason for the return, by email (info@dormer.com) or fax (1-416-242-9487) with all the following information:

- DLI invoice and purchaser's order numbers,
- product code and description,
- lot number,
- expiration date(s),
- quantity to be returned

DLI will review the request and, if approved, issue an authorization number to the original purchaser.

Returns must be shipped prepaid to:

Attn: RA#
Dormer Laboratories Inc.
5 – 91 Kelfield Street
Toronto, ON M9W 5A3 Canada

Any due credit will be issued within 30 days of Dormer's receipt of the returned goods. Returns to be made at DLI's expense will be arranged by DLI. For returns to be made at the original purchaser's expense, DLI will not reimburse for any transportation costs, or handling and processing fees, incurred by the original purchaser.

7. **ORDER SHORTAGES:** DLI must be notified of any shortages within five (5) business days of receipt of the products in order to arrange for product replenishment or to process credit.
8. **PAYMENT/PRICING DISPUTES:** Buyer must raise within 1 year from the date of the invoice all claims and disputes regarding payments, pricing and/or credits, including any allowances.
9. **RECALLS:** In the event of a product recall, DLI will notify all Buyers with regard to the procedure for returning the recalled product.
10. **GOVERNING LAW AND ENFORCEMENT:** These terms and all related transactions will be governed by the laws of the Province of Ontario and the applicable laws of Canada. The Buyer hereby agrees to the jurisdiction of the courts of the Province of Ontario.
11. **NO WAIVER:** The failure of DLI to enforce at any time, for any period, any provision hereof will not be construed to be a waiver of such provision or waiver of the right of DLI thereafter to enforce each such provision.
12. **NO THIRD PARTY RIGHTS:** Nothing in this Agreement shall be construed as creating or giving rise to any rights in third parties or persons other than the named parties to this Agreement.
13. **FORCE MAJEURE:** DLI will not be liable for any failure to perform any contract or supply any

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materials due to strikes, fires, terrorist attacks, explosions, floods, war, riots, lockouts, injunctions, interruptions of transportation, unavoidable accidents, inability to obtain supplies at reasonable prices, failure of public utilities or other causes beyond its control.