



## AMERICAN REGENT SALES POLICY

### **CASH TERMS:**

All invoices are considered due and payable 30 days from date of invoice unless otherwise noted on invoice. Payments made 30 days past the due date are subject to a late-payment charge at the rate of 1.5% per month (18% per annum). If payments are overdue, current orders may not be shipped until full payment of all overdue invoices is received.

### **ORDERS:**

All orders are subject to acceptance by American Regent, which acceptance shall only be by letter or performance.

Notwithstanding any other provisions, whenever American Regent, in its sole judgment, has any doubts as to buyer's credit or ability to make payment in cash, American Regent reserves the right to require payment in advance of shipment.

If back payments are due, American Regent reserves the right not to ship orders until full payment for all back invoices is received. American Regent reserves the right to maintain a credit limit on all accounts. Product remains the property of American Regent, Inc., until paid for in full.

None of the provisions of a customer purchase order or any acknowledgment thereof, except those specifying the NDC #, quantity, and shipping instructions, will be considered applicable to the purchase.

American Regent, Inc., reserves the right to limit orders within any given month to no more than 125% of a customer's average monthly purchases calculated over the previous 12 months.

American Regent, Inc. objects to the use of its products for lethal injection. Distribution for a punitive purpose is prohibited.

Orders for American Regent products may only be placed by:

1. Email at [cs@americanregent.com](mailto:cs@americanregent.com)
2. Transmitting your orders computer to computer. American Regent currently supports the EDI ANSI X.12 Format. Please call our Customer Service Department at 1-800-645-1706 for additional information.
3. Orders may be faxed to our Customer Service Department by using the fax number 1-866-597-1991. Please use a cover sheet providing us with your name, department, telephone number (including extension), and fax number in case it is necessary to verify the order.

### **SHIPMENTS:**

Orders for \$2,500.00 or more are shipped prepaid. Orders of less than \$2,500.00 will be subject to a \$25.00 handling plus shipping charge. Orders outside the contiguous United States are shipped F.O.B. shipping point with customers responsible for any duties or import fees, and all regulatory requirements.

### **RETURNS:**

Refer to the Return Goods Policy, which is available by request from our Customer Service Department. The Return Goods Policy is subject to change without notice, and is incorporated herein by reference.

### **SPECIAL HANDLING:**

Any additional charges above standard transportation costs are the sole responsibility of the customer and will be added to the invoice.

### **FORCE MAJEURE:**

American Regent, Inc., will not be liable for any failures to perform on any contract or to supply any product due to strikes, fires, acts of war or threatened acts of war, acts of terror or threatened acts of terror, explosions, flood, riot, lockout, injunctions, acts of God, interruptions in transportation, unavoidable accidents, equipment downtime, inability to obtain supplies of raw materials at reasonable prices, product recalls, or other causes beyond our control.

### **LIMITED WARRANTY:**

American Regent warrants its products to be free from defects in manufacture and from any other defects as of the time of shipment through the expiration date shown on the product and/or package, and when used in accordance with the package inserts as directed by licensed health care practitioners. **All other warranties, either express or implied, including, but not limited to, implied warranties or merchantability and fitness for a particular use, are expressly disclaimed.** Replacement or credit for defective or damaged goods shall be the only remedy available and American Regent's sole liability. **In no event shall American Regent be liable for lost profits, lost savings, or any other incidental or consequential damages.**



**CLAIMS FOR DAMAGES AND/OR SHIPPING ERRORS:**

If shipments arrive in broken or damaged condition, insist upon the transportation company's agent noting "damaged" or "broken" on the freight bill. The damaged material must remain in the original carton for inspection. Our New York Returns Department MUST be notified within 72 hours of delivery. Shipping errors and shortages MUST be reported to the American Regent Returns Department within five (5) days of receipt of delivery. All requests must be cleared through our New York Returns Department.

**SERVICE:**

Normal shipping is within 1 to 2 business days of receipt of the order.

**PRICES:**

Prices and quotations are submitted without offer and are subject to change without notice. Customers requesting special quotations should contact their American Regent Sales Representatives or our Contracts Department. Prices do not include all taxes, excises, or other charges levied by any government (national, state, or local) upon the sale, consumption, or use of the products listed herein, and sales tax in accordance with law of state to which product is shipped will be added to invoices.

This Sales Policy is subject to immediate change without notice. The laws of the State of New York govern all transactions with American Regent.