

CONSOLIDATED TERMS AND CONDITIONS DOCUMENT

Topic	General Policies
Purchase Orders	Only Baxter may accept the 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.
Pricing	Our 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.
Taxes	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.
Order Placement Lead Time and Order Cut offs.	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 (e.g. 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.
Product Delivery	Baxter will use its reasonable commercial efforts to fill orders but shall not be liable for non-performance or delays resulting from product line shutdowns necessitated by retooling, strikes, upgrades of technology, acts beyond its control or Acts of God. Customer waives any rights under any agreement for any law to hold Baxter liable for the direct, indirect, consequential, incidental or special damages that may result thereby. Baxter should be notified of short shipments within 24 hours of receipt.
Shipping	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 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 our Customer Service Representative.
Terms/Payment	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.
Pallet Exchange	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.
Proof of Delivery	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
Warranty	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 LABELING OF THE PRODUCTS. UNLESS THE PRODUCTS ARE USED IN ACCORDANCE WITH THE DIRECTIONS ON THE LABELING OF THE PRODUCTS, THE WARRANTIES IN SUCH DESCRIPTION AND DIRECTIONS ARE VOID AND HAVE NO EFFECT. NEITHER BAXTER NOR ITS AFFILIATES SHALL BE LIABLE FOR PROXIMATE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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Product Return Policy	<ol style="list-style-type: none"> 1. All returns must be authorized by Baxter. 2. Each request must include the following information: <ol style="list-style-type: none"> a. Customer name and address b. Invoice number c. Invoice date d. Customer P.O. number e. Quantity, catalogue number and description of Product f. Reason for the return g. Lot number and expiry date 3. If Baxter has agreed to accept the return, a return authorization number will be issued and must be clearly referenced with your return. The return shipment must be coordinated with your Customer Service Representative, who will advise you of the proper mode of transportation for the return. 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. 5. Products shipped in error are to be returned collect via Baxter's carrier of choice. 6. ALL chemical returns are to be shipped prepaid in accordance with transport of dangerous Products regulations. Freight charges will be reimbursed where applicable. 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. 8. Returns are not authorized for the following: <ol style="list-style-type: none"> a. Any Product not purchased from Baxter b. Any Product purchased on a "special order" basis (unless the original vendor will accept return) c. Expired or short dated product (less than 6 months expiration) d. Any product for which special storage requirements are required (i.e., refrigeration) e. Partial units of sale f. Merchandise past 90 days invoicing g. Products not in unopened original carton that are unsaleable h. Diagnostic products on quality assurance or other lot number specific programs 9. Credit for authorized returns will be issued within 30 days of product receipt at a Baxter facility. <p>Special policies may apply for unique products, such as pharmaceuticals. Further information is available from your Customer Service Representative.</p>
Damaged Products	<p>Procedure for handling damaged Products and freight claims:</p> <ol style="list-style-type: none"> 1. Inspect all shipments the day they are received. 2. Any shipment damaged in transit requires an inspection from the delivering carrier. 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. 4. Concealed damage must be reported and a request for inspection made within 5 days of delivery. 5. Inspection results in a Damage Report, which is mandatory when filing your claim, per Department of Transport regulations. 6. Retain the merchandise in original packaging pending carrier inspection. 7. Contact the delivery carrier and request an inspection within 5 days of receipt of shipment. 8. Notify Baxter's Customer Service and provide all detailed supporting information.
Order Cancellation	<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 leadtime. Otherwise the order will be filled or the cost of cancellation will be borne by the customer. For orders that have been sent out for delivery, cancellation will be treated as a "returned Products request" and may result in return freight charges and restocking fees.</p>
Minimum Shipment Value	<p>Orders placed with product value total below \$500 (pre taxes) will be subject to a handling charge of \$50 per order.</p>

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Expedited Processing & Delivery	When a customer requires expedited order processing and delivery, the customer is responsible for processing and delivery charges for all products. Published prices include normal processing and delivery charges for scheduled orders and deliveries. 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.
Amendments	These general policies and 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 www.baxter.ca) 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.