Teva Pharmaceuticals USA, Inc.
Terms & Conditions*

This document outlines Teva Pharmaceuticals USA, Inc.'s ("**Teva**") terms and conditions of sale ("**Terms and Conditions**") that shall govern all direct purchases of product ("**Product(s)**") made by Teva customers. In the event of a conflict between these Terms and Conditions and any subsequent written agreement between Teva and one of its customers, the terms and conditions of that written agreement shall supersede the terms and conditions contained in these Terms and Conditions.

Prices
All prices and quotations are submitted without offer and are subject to change without notice. A price advance or decline after a sale is made shall not constitute a basis for claim in favor of or against our customer. Teva reserves the right, without prior notification, to implement price changes and to limit purchases at any time. All Purchase Orders (defined below) shall be FOB destination. Teva reserves the right to price back-orders, unfilled current orders, and holding orders at the price prevailing at the time shipment is made.

Terms
Terms vary by product line and are stated on each invoice. All terms of sale are subject to acceptance by Teva's Accounts Receivables Department. Teva reserves the right to require payment in advance of shipment. Any statement contained on any Purchase Order or similar document, which is not specifically approved or acknowledged in writing by Teva, will not be considered an agreement between the parties. In no event will a discount (if any) be greater than the stated terms on the invoice.

Overdue Accounts
Teva reserves the right to charge overdue accounts past thirty (30) days interest at the rate of one and one half percent (1.5%) per month (eighteen percent (18%) per annum) on the outstanding balance.

Order Information
Purchase Orders for Products ("**Purchase Orders**") shall be submitted to 800.545.8800 or via EDI.

Acceptance
The placement of an order by customer, if accepted by Teva, shall be deemed to be acceptance of these Terms and Conditions. Additional or inconsistent terms contained in any other form, including without limitation, customer's Purchase Order, are rejected and shall not become part of any terms and conditions of sale unless embodied in writing signed by authorized representatives of Teva.

Returns
Returns will be evaluated in accordance with Teva's U.S. Generic Return Goods Policy as set forth on Teva's company website.

Expiration Dating
Expiration dates are assigned to all Teva Products at the time of manufacture. Products maintain labeled potency through the expiration date shown on packaging (e.g., Exp. 5/18 – 5/31/18).

Shipments; Shortages; Claims
All shipments are double checked and carefully packed. Teva's responsibility ceases after the receipt of goods in good order from transportation companies. In case of loss or damage, however, Teva will, if requested, render aid in establishing claims and obtaining redress for our customers. If shipment upon arrival appears damaged, the bill of lading, or other pertinent forms should be so marked. Before reporting shortages in shipments, examine packing carefully. All claims for shortage or breakage must be made promptly and reported to Teva's Customer Service Department by calling 800.545.8800. Shipping costs are paid on orders amounting to two hundred fifty dollars ($250.00) net and over. No claim for shortages, damages, or incorrect shipments will be allowed unless made within thirty (30) days from receipt of goods. All claims for shortages, damages, or incorrect shipments must be reported to Teva's Customer Service Department by calling 800.545.8800. Failure to so notify Teva within such period shall be deemed a waiver of all such claims.

Product Warranty; Disclaimers

Teva does hereby represent to customer that as of the date of Teva's shipment, all Products (i) shall be manufactured in accordance with applicable Federal Food and Drug Administration (FDA) Good Manufacturing Practices; (ii) shall not be adulterated within the meaning of the Federal Food, Drug and Cosmetic Act , 21 U.S.C. 301 *et seq*., as amended, and in effect the time of such shipment (the "**Act**") or within the meaning of any applicable state or municipal law in which the definitions of the adulteration or misbranding are substantially the same as those contained in the Act; and (iii) are not, at the time of such shipment, merchandise which may not be introduced into interstate commerce under the provisions of §404 or §405 of the Act (21 U.S.C. §344 and §355).

TEVA HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW OR OTHERWISE, OR STATED IN ANY PURCAHSE ORDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE NOT EXPRESSLY SET FORTH HEREIN. IN NO EVENT SHALL TEVA PHARMACEUTICALS USA OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SALE OR SUPPLY OF PRODUCTS, IRRESPECTIVE OF WHETHER ATTRIBUTABLE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

Compliance

Any discounts provided to customer may be subject to the reporting requirements under state and federal Medicaid and Medicare laws. The customer represents that it is aware of its obligations to report discounts to the appropriate reimbursing agencies and authorities and other entities in accordance with applicable laws and regulations. Customer shall comply with all applicable federal and state statutes, laws, rules and regulations in connection with its performance under these Terms and Conditions. The placement of an order by customer, if accepted by Teva, certifies that customer shall comply with and shall not violate all applicable federal, state, and local laws, regulations, and statutes, including, but not limited to, the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), in the performance of this Agreement. All Teva employees and contractors will comply with Teva's Compliance Program, including its Code of Conduct and Anti-kickback Statute Policy, which are available at http://www.tevagenerics.com/complianceprogram.

Adverse Event Reporting

Customer acknowledges that Teva is required to comply fully and promptly with all regulatory safety reporting requirements regarding its Products. Customer agrees that if it receives information relating to adverse events, Product complaints, and/or other special safety topics: (e.g. special safety topics including pregnancy, adverse events related to breastfeeding, overdose, abuse, misuse, stated off-label use, medication errors (actual or potential), lack of efficacy, transmission of an infectious agent via a medicinal product, drug interactions, abnormal occupational exposure, withdrawal symptoms, adverse events related to counterfeit products, unexpected product benefit or class action lawsuits) and any other safety information as reasonably requested by Teva (collectively "**AE/PC**"), customer will promptly notify Teva as follows: all AE/PC information received by customer must be reported by customer to Teva within one (1) business day by telephone (866-832-8537) or by email (drug.safety@tevapharm.com). If AE/PC information is received by customer on a non-business day or after regular business hours of a business day, then customer must transmit the information by the end of the next business day. However, if more than three (3) non-business days occur in a row, it is the responsibility of customer to transmit the information by the end of day three (3). Customer will use best efforts to obtain at least minimal information on the reported AE/PC (including the nature of the AE/PC, medication taken, the person reporting the AE/PC ("**Reporter**") and the patient). If reasonably possible, customer will inform the Reporter that the AE/PC information will be provided to Teva and ask the Reporter if Teva may contact the Reporter directly. Customer will ensure that (i) it will put in place relevant internal systems and procedures and (ii) the personnel assigned to perform the services are sufficiently trained to comply with the requirements of this section. If either customer or Teva determines that customer personnel require additional training, then Teva will provide training to customer personnel to enable customer personnel to comply with the requirements of this section. Customer agrees to follow the reasonable direction given in such training and to provide reasonable assistance to Teva in order to comply with its regulatory requirements and requests for information from regulatory authorities. Notwithstanding the foregoing, the time period, criteria and method for reporting AE/PC information, including any special safety topics, may be modified by Teva in separate correspondence.

Repacking
Teva is not responsible for Product not labeled under Teva's supervision; therefore, new labels or empty cartons or containers or additional physician inserts will not be forwarded for any purpose. The use of Teva's NDC number on repackaged materials requires the prior written consent of Teva and is subject to auditing and additional contractual requirements.

Force Majeure
Teva shall not be liable for any failure to deliver or receive, or any delay in delivery or receipt of, Products when such failure or delay is due to force majeure (directly or indirectly) such as: an act of God, FDA mandate, or DEA restriction, product recall, patent related issue, law or regulation of any government, war, terrorism, civil disturbance, destruction of or damage to production facilities or materials, labor dispute, shortage of materials, fire, earthquake or storm, failure of public utilities or common carriers, change in government regulations or government pricing or reimbursement policies, any act of the other party; or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of Teva and/or Teva's normal sources of supply of any Products purchased for resale affecting the production and/or delivery of Product. If, by reason of such causes, Teva's supply of Product shall be limited Teva shall have the exclusive right to satisfy its own internal needs and the needs of Teva's customers, in such manner as shall be determined by Teva, in its sole discretion.

Recall
In the event Teva believes it may be necessary to conduct a recall, field correction, market withdrawal, stock recovery, or other similar action with respect to the Products (a "**Recall"**), Teva and customer shall consult with each other as to how best to proceed, it being understood and agreed that the final decision as to and control of the handling of any Recall shall be in Teva' sole discretion. Customer shall provide all reasonable assistance requested by Teva in the conduct of a Recall. If a Recall arises from the manufacture of the Product or Teva' breach of its express representations, warranties, or obligations hereunder, Teva shall reimburse customer for the cost of goods sold, and reasonable and verifiable out-of-pocket expenses incurred by customer in connection with the Recall. If a Recall arises from any other reason, including customer's acts or omissions in the marketing, distribution, storage or handling of such Product, the costs of the Recall shall be borne by customer. Customer shall maintain records of all sales of Product and customers sufficient to adequately administer a Recall for the period required by applicable law. The entity who is responsible for Recall costs shall also indemnify and hold the other entity harmless from any claims, damages, losses, costs or expenses (including reasonable attorneys' fees) incurred by the other entity in connection with such Recall. In the event of a Recall, customer shall not make any statement to the press or public concerning the Recall without first notifying Teva and obtaining Teva's prior approval of any such statement, which approval shall not be unreasonably withheld.

Confidentiality
The pricing or compensation, if any, set forth herein, are considered proprietary and confidential to Teva. Customer will maintain in confidence and not disclose to third parties any confidential and/or proprietary information of Teva, which may come as a result of the relationship evidenced by these Terms and Conditions, without the prior written consent of Teva.

Manufacture and Distribution
Nothing contained herein shall be construed to limit or restrict Teva' right, in its sole discretion, to discontinue the manufacture, sale or distribution of any of its Products at any time without penalty or liability to customer.

Limitation of Liability
EXCEPT FOR INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS IN NO EVENT SHALL TEVA BE RESPONSIBLE OR LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OF ANY KIND (WHETHER ARISING UNDER CONTRACT, TORT, OR OTHERWISE) INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS IN NO EVENT SHALL TEVA BE LIABLE FOR ANY PUNITIVE OR EXEMPLARY DAMAGES.

Governing Law
These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Delaware without regard to the conflict of law provisions.