



Terms and Conditions Narcan® Nasal Spray for Commercial Purchase

(Please email or fax a signed copy of these Terms and Conditions)

Email: narcancustomerservice@ebsi.com

Fax: 484.367.7815

The undersigned ("Customer hereby acknowledges and agrees that NARCAN® Nasal Spray (Naloxone HCl) 4mg (the "Product") made available by Emergent Devices Inc. (formerly known as Adapt Pharma Inc.) ("Emergent") to the Customer is conditioned upon the Customer making the following certification. Customer hereby represents and warrants to Emergent and agrees that:

- 1. The Customer shall only purchase, receive and use the Product in accordance with all applicable laws, rules and regulations. The Customer has presented to Emergent valid licensure for purchase and use of the Product.
2. The transfer or sale of the Product purchased to any party other than patients constitutes a material breach of these Terms and Conditions. In such event, Emergent, among its other rights and remedies, may immediately disqualify the entity in breach from purchasing the Product.
3. The Product purchased is not returnable or refundable.
4. Minimum order quantity is 24 units (2 cases).
5. An invoice will be sent to the Customer at its billing address, or via email upon Customer request. Unless otherwise specified on the invoice, all invoices for Product supplied are payable in full thirty (30) days after the invoice date. The Customer agrees to review all invoices upon receipt and to notify Emergent. in writing within twenty (20) days of the invoice of any disputes. If such written notice is not received, the invoice will be deemed to be final and fully payable. Late payments are subject to a late payment charge at the rate of one and one half percent (1.5%) per month of the amount due (but not to exceed the maximum lawful amount).
6. Emergent shall have the right and is authorized to request information from the Customer and third parties to confirm Customer status and/or credit status prior to accepting an order, and the Customer shall fully cooperate.
7. Emergent reserves the right to audit the Customer to ensure the Product is used as outlined in the Terms and Conditions and as otherwise required by Emergent.
8. All orders are subject to acceptance by Emergent. Emergent may fulfill or refuse or otherwise limit orders at its sole discretion.
9. All of the information provided by the Customer is true, complete and accurate.
10. The foregoing may be in addition to further terms and conditions by Emergent and/or its third party vendor related to the sale of the Product.
11. The Customer shall indemnify and hold harmless Emergent from and against any claims, actions, damages, liabilities and loses, including reasonable attorneys' fees, which may directly or indirectly result from or relate to death, bodily injury or property damage from the use of the Product, or an act or omission of Customer, or a breach of any representation, warranty, covenant, or obligation of Customer.
12. EMERGENT MAKES NO EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
13. IN NO EVENT SHALL EMERGENT BE LIABLE WHETHER IN CONTRACT OR TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE OR FOR LOST REVENUE, LOST PROFITS OR LOST BUSINESS ARISING OUT OF CUSTOMER'S PURCHASES OR THE USE OF THE PRODUCT OR EMERGENT'S FAILURE TO DELIVER ORDERED PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL EMERGENT'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR SUCHORDER.
14. The Terms and Conditions and all communications, disputes and performance hereunder shall be governed by the laws of the State of Pennsylvania, without regard to conflict-of-laws principles. The United States District Court for the Eastern District of Pennsylvania and the courts of the Commonwealth of Pennsylvania shall have exclusive jurisdiction over any dispute that arises under the Terms and Conditions.
15. The Terms and Conditions and Customer's credit application, constitute the entire agreement and understanding of the parties with respect to the subject matter hereof. No changes to the Terms and Conditions will be binding upon Emergent unless made in writing and signed by Emergent. Emergent reserves the right to modify the Terms and Conditions without notice.
16. Failure of Emergent to enforce a right does not waive it. If a court of competent jurisdiction finds that any provision of the Terms and Conditions is invalid or unenforceable, the other provisions of the Terms and Conditions will remain in full force and effect.
17. Customer agrees that all information relating to its purchase terms including price and this Agreement are confidential and may not be disclosed to third parties.

Please describe the intended use of NARCAN® Nasal Spray:

Name of Authorized Representative

Name of Organization

Title

Type of Qualified Entity

Signature

Date