

Terms and Conditions Narcan® Nasal Spray at Public Interest
Price (Please email or fax a signed copy of these Terms and Conditions)
Email: customerservice@adaptpharma.com **Fax:** 484.367.7815

The undersigned (“Customer”) hereby acknowledges and agrees that NARCAN® Nasal Spray (Naloxone Hcl) 4mg (the “Product”) made available by Adapt Pharma, Inc. (“Adapt Pharma”) to the Customer at the Public Interest Price is conditioned upon Customer making the following certification. Customer hereby represents and warrants to Adapt Pharma and agrees that:

1. The Customer is a Qualified Purchaser of the Product at the Public Interest Price. A “Qualified Purchaser” means (a) a First Responder, State or Local Government Agency, School, Community-based organization, (b) a government funded organization, (c) an entity that has received a grant for the purchase of the Product, or (d) an entity that is purchasing the Product on behalf of a government entity or community members by acting as a naloxone distribution program or community based organization. Notwithstanding the foregoing, the Customer shall be subject to Adapt Pharma’s final approval in its sole discretion.
2. The Customer shall purchase, receive and use the Product in accordance with all applicable laws, rules and regulations. The Customer has presented to Adapt Pharma a valid pharmacy license or standing order for purchase and use of the Product. The Product may only be used by the Customer, or a Qualified Purchaser authorized by the Customer, and may not be submitted for reimbursement of any type, including, without limitation, private pay, commercial, government authority, agency or otherwise.
3. The Product is not returnable or refundable. Minimum order quantity is 48 units (4 cases).
4. An invoice will be sent to the Customer at its billing address. Unless otherwise specified on the invoice, all invoices for Product supplied are payable in full within thirty (30) days from the date of invoice. The Customer agrees to review invoices upon receipt and to notify Adapt Pharma in writing of any disputes within twenty (20) days of receipt of invoice. If such written notice is not received by Adapt Pharma, the invoice will be deemed to be final and payable in full.
5. Adapt Pharma shall have the right and is authorized to request information from the Customer and third parties to confirm Qualified Purchaser status and/or credit status prior to accepting an order, and the Customer shall fully cooperate with any such request.
6. Adapt Pharma 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 Adapt Pharma.
7. All orders are subject to acceptance by Adapt Pharma. Adapt Pharma may fulfill or refuse or otherwise limit orders at its sole discretion.
8. All of the information provided by the Qualified Purchaser is true, complete and accurate.
9. Adapt Pharma warrants that at the time of delivery, the Product (a) shall be free from any defects in design, material, or workmanship, (b) shall not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act, and (c) shall conform to laws, rules and regulations of the FDA. In the event that the Product delivered to Customer fails to conform to the warranties in this paragraph, Customer may reject such Product by giving written notice within thirty (30) days after delivery. If Customer fails to reject the Product in accordance with this paragraph within the thirty (30) day period, Customer shall be deemed to have accepted the shipment. Adapt Pharma makes no other warranties, whether expressed or implied, with respect to the Product, including, without limitation, any warranty of merchantability or fitness for a particular purpose.
10. Adapt Pharma’s sole obligation under any warranty shall be to replace or refund defective Products. Neither Customer nor Adapt Pharma shall be liable for any indirect, incidental, consequential, or special damages or losses, including lost profits, even if advised of the possibility thereof.
11. Customer has reviewed, and made available to its distributees, the instructions for use, storage, handling, and other information with respect to the Product in accordance with the FDA approved prescribing information, and Customer and its distributees will comply with such instructions and information. Customer shall be responsible for the negligent acts and omissions of its employees, agents, representatives and distributees.
12. 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 Adapt Pharma unless made in writing and signed by Adapt Pharma. In the event of any conflict between these Terms and Conditions and any other agreement or purchase order of Customer, these Terms and Conditions shall govern.
13. Failure of Adapt Pharma 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 these Terms and Conditions will remain in full force and effect.

Please describe the intended use of NARCAN® Nasal Spray:

Name of Authorized Representative

Name of Organization

Title

Type of Qualified Entity (please select from list above)

Signature

Date