

McGuff Company, Inc.
Ascor®
Terms and Conditions of Sale at Wholesale

Order Information

Seller:
McGuff Company, Inc. (McGuff)
Customer Service Department
Toll-Free North America: (800) 854-7220
Fax: (714) 540-5614

Email: answers@mcguff.com

Product

Ascor® Ascorbic Acid Injection, USP 500mg/mL, Pharmacy Bulk Package, 50mL vial

- McGuff product ID **003000**
- Orphan Drug Market Exclusivity until 2024
- Sterile drug
- Store at 2° - 8° C (36° - 46° F) Refrigerate

Price

1. All prices and quotations are submitted without offer and are subject to change without notice. A price or discount advance or decline after a sale is made shall not constitute a basis for claim in favor of or against our customer.
2. Price is the price in effect on the day the order is received. McGuff will notify wholesaler on the day purchase order is received of any price adjustments or any anticipated delays.
3. Price changes will be communicated to wholesaler not later than the day before a change is made. All purchase orders on hand prior to price change will remain at price in effect when purchase order was received by McGuff.
4. Price is dependent on minimum order quantity of 100 vials. Ascor® is sold 25 vials per tray. Non-standard orders will be rounded up to the next tray pack. Example: A 426 vial order will be rounded to 450 vials.
5. Shelf Stock Adjustment. McGuff will provide price protection to wholesaler' inventory including on-order and in-transit inventory in the event of a wholesale acquisition cost reduction. Wholesaler will provide adequate inventory documentation to McGuff.

Terms

One percent (.01) 30 days net 31 days from date of invoice. McGuff reserves the right to charge overdue accounts past 35 business days interest at the rate of 1.5% per month (18% per annum) on the outstanding balance.

Shipment Charges, Title, Risk of Loss and Shipment Time

Freight pre-paid - destination.
Insurance pre-paid

Title is transferred to wholesaler upon acceptance of product in good order.

All shipments are double checked and carefully packed. If a shipment upon arrival appears damaged, the bill of lading, or other pertinent forms should be so marked. All claims for shortage or damage must be reported promptly to our Customer Service Department.

McGuff will make reasonable effort to deliver Ascor® in three (3) shipping days or less based on carrier estimated delivery schedules. Our customer support team may delay shipment to assure delivery occurs in three consecutive transportation days or less. McGuff will take into consideration wholesale receiving days (Saturday – Sunday) to assure prompt delivery. If expedited delivery service is required, the cost differential of the expedited service will be added to the invoice.

Short Dated Product

McGuff will ship Ascor® with not less than twelve (12) months' shelf life remaining unless otherwise agreed to by wholesaler.

Product Warranty; Disclaimers

McGuff's guarantee resides in the assurance to the customer that Ascor® meets all applicable State and Federal requirements including the identity, safety, potency, purity, and stability of the ingredients used, the skill, experience, and care devoted to preparation, and the final quality of the products offered for sale.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL MCGUFF COMPANY, INC. 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.

Product Recall

McGuff will reimburse wholesaler per Health Care Distribution Alliance published guidelines for product recall reimbursement at standard rates.

Prohibition Against Export

Ascor® is approved for sale in the United States and its territories and possessions. Ascor is NOT SOLD FOR EXPORT unless specific arrangements have been agreed to by the parties.

Return Goods Policy

Ascor® is non-returnable unless otherwise required by regulation or law.