



Duoject Medical Systems

50 ch.de Gaspé, Complex B-5
Bromont, QC J2L 2N8
CA

Tel: (450) 534-3666 Fax: (450) 534-3700

Invoice address

NPS Pharmaceuticals Inc.
PO Box 20904
Indianapolis, IN 46220
US

Invoice # DSI000349
Invoice Date 4/7/2021 Page 1/2

Ship To

DHL Netherlands (SPIL)
Bijsterhuizen 11-27
Nijmegen, 6546 AR
NL

Order No.	Order date	Customer No.	P.O. Number	Mode of Delivery	Freight terms	Payment terms
DS000287	3/12/2021	DM0001	3000076357 V.01	Not Applicable		Net 30 Days
Quantity Ordered Shipped	Item Number	Description	Unit Price	Discount Per Unit	UOM	Extended Price
3,000 2,994 2,994	P1403-75.DE.S	7001806 - CH 75mcg DE.S NATPAR – LOT # 555947	896.40 MFG 2021-04	0.00	UN EXP no valid date	2,683.82

Subtotal (USD) 2,683.82

GST/HST No. 101518363
QST No. 1002605844

Comments

Total Amount (USD) 2,683.82

No services provided within the United States. Services provided in Canada.

Standard Terms and Conditions

1. **Definitions.** "Seller" means Duoject Medical Systems, Inc. "Buyer" means the party buying the applicable Deliverables from Seller. "Deliverables" means the goods, materials, products, services or items identified and/or listed in this Invoice.
2. **Entire Agreement.** This Invoice constitutes Seller's offer to Buyer and shall become a binding contract upon the terms and conditions stated in this Invoice upon acceptance by Buyer by any expression of acceptance. Unless Seller and Buyer have entered into an agreement for the Deliverables that specifically replaces the terms and conditions stated in this Invoice: (a) this Invoice constitutes the entire agreement between the parties with respect to the terms and conditions applicable to the purchase and sale of the Deliverables under this Invoice and terminates and supersedes all previous negotiations, communications, representations or agreements between the parties; and (b) any terms and conditions proposed by Buyer in acknowledging or accepting Seller's offer which are different from or in addition to the terms set forth in this Invoice shall not be binding upon the parties and shall be void and of no effect.
3. **Packing and Shipping.** Deliveries shall be made FCA (as defined in INCOTERMS 2020) Seller's shipping point ("Seller's Shipping Point") unless otherwise mutually agreed in this Invoice. Buyer shall be responsible for all applicable licenses, brokerage fees, export duties, customs and taxes and insurance. Seller shall use the carrier(s) selected by Buyer, if Buyer so requests. Buyer shall be responsible for ensuring Good Distribution Practices to maintain the integrity of the Deliverables through the supply chain to the end user. The Buyer shall also ensure that temperature control at the range applicable to the Deliverable is maintained through the supply chain to the end user as applicable.
4. **Taxes and Duties.** The prices stated in this Invoice include all applicable taxes and duties, except sales and use taxes imposed on the Deliverables which are payable by Buyer according to law. Such sales and use taxes shall be separately itemized in Seller's invoice.
5. **Payment and Prices.** Unless different payment terms are expressly stated on this Invoice, payment terms shall be thirty (30) days from Buyer's receipt of Seller's correctly presented invoice. Unless otherwise stated all prices are in the currency stated on this Invoice. Late payment charge equals 1.5% per month on amounts unpaid in excess of thirty (30) days from the invoice date.
6. **Warranty.** Seller warrants that all Deliverables will conform to applicable specifications and are free from encumbrance or lien. Seller warrants that Deliverables that are services shall be performed in a professional and workmanlike manner. Seller makes no warranty of any kind, express or implied, by fact or law, other than those expressly set forth herein. Seller hereby disclaims all other warranties, whether written or oral, express or implied, whether created by contract or by operation of law, including but not limited to warranties of merchantability and fitness for a particular purpose. NO CREDITS WILL BE ISSUED FOR PRODUCTS RETURNED WITHOUT AUTHORIZATION. NO EXPIRED merchandise, or merchandise with less than 6 months shelf life, will be accepted for exchange or credit. Other than instances of product defect, absolutely no open packages will be accepted for exchange or credit. Buyer must notify Seller within ten (10) days from receipt where Deliverables that are services are not performed in a professional and workmanlike manner and such Deliverables may be reperfomed in the discretion of the Seller.
7. **Title and Risk of Loss or Damage.** Unless otherwise specified in this Invoice, Deliverables will be transferred from Seller to Buyer when the Deliverable is delivered to Seller's Shipping Point. Title to and risk of loss or damage to Deliverables shall remain with Seller until their delivery to Seller's Shipping Point, at which time risk of loss or damage to Deliverables shall pass to Buyer.
8. **Confidential Information.** Neither party shall disclose to any third party or use any confidential information of the other party, including the existence of this Invoice or other material intended for use in connection with this Invoice, without the other party's prior written consent or as required by law.
9. **Assignment and Enurement.** Neither party shall assign any of its rights under this Agreement to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may, without the consent of the other party, assign its rights and obligations under this Agreement to an affiliate of such party, provided, however, that such assignment shall not relieve the assigning party of its obligations hereunder. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
10. **Relationship of Parties.** Seller and Buyer are independent contractors. Nothing in this Invoice shall be deemed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties.
11. **Severability.** Neither party shall have the power or authority to bind or obligate the other party.
12. **Amendment.** No alteration, modification or amendment of any of the provisions in this Invoice shall be binding unless in writing and signed by the Parties. If any provision of this Invoice is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.
13. **Waiver.** Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
14. **Governing Law.** The laws of the Province of Ontario and the federal laws of Canada applicable therein shall govern this Invoice.
15. **Dispute Resolution.** The parties agree that all disputes, issues and controversies arising out of this Invoice shall be subject to arbitration pursuant to applicable arbitration legislation in the Province of Ontario. Notwithstanding the foregoing, neither party is precluded from seeking injunctive relief from a court of competent jurisdiction where the subject-matter or other circumstances of the dispute may require.
16. **Survival.** Any provision in this Invoice which, by its nature, would reasonably be expected to be performed after the termination of this Invoice shall survive and be enforceable after such termination.
17. **Limitation of Liability.** In no event shall either party be liable for any incidental, indirect, special, consequential or punitive damages under this Invoice.

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