

**JOHNSON & JOHNSON INNOVATIVE MEDICINE TRADE POLICY EFFECTIVE AS OF MARCH 18, 2026**

These are the terms (“Trade Policy”) on which JANSSEN Inc., d/b/a Johnson & Johnson (“J&J”) will sell its products (“Products”) to authorized distributors (including wholesalers and self-distributing chains) and to other authorized customers (collectively referred to in these Terms as “Customers”). Any order for Products placed by a Customer, including through an agreement, shall irrevocable and unconditionally constitute such Customer’s acceptance of and agreement to be bound by this Trade Policy with respect to the purchase of such Products.

**1. Ordering and Distribution:**

It is the policy of J&J to sell Products only to its authorized distributors (including wholesalers and self-distributing chains) and to other authorized customers who have a signed Wholesaler Distribution Agreement. To place an order, Customers must use a method (EDI or otherwise) that has been subject to J&J’s approval prior to the order being placed. All Product orders are subject to J&J’s prior approval and to these Terms. J&J may, within its sole discretion, decide not to accept any orders and may place controls on orders and/or allocate supply of product among Customers.

Products sold by J&J to Customers are provided for sale and re-sale only in Canada and are NOT FOR EXPORT. Exporting, or permitting the export, out of Canada of any Products are not permitted. Customer shall not, either directly or indirectly, sell, transfer or distribute, or facilitate the sale, transfer or distribution of, or otherwise provide any Product to any individual, pharmacy, hospital, corporation, partnership, sole proprietor, entity, government, regulatory authority or governmental department or agency (each a “Person”) outside of Canada, or to any Person who is known to be (or there exists grounds to believe may be) directly or indirectly selling, transferring or distributing, or facilitating the sale, transfer or distribution of, or otherwise providing, such Products to Persons who reside outside of Canada. The Customer shall provide such information, records or assurances that J&J may request from time to time, to permit J&J to confirm that the Customer is in compliance with its obligations under this section.

**CREDIT AND RETURNED GOODS POLICY**

The following are the terms and conditions pursuant to which Products may currently be returned to J&J. All returns of Product are subject to the Terms in effect as of the time at which such Product is returned, regardless of their date of purchase. Accordingly, the Customer is strongly encouraged to review the then current Terms prior to requesting a Product return.

**2. Product Complaints:**

Where Product is returned to a Customer by a consumer on account of an alleged defect, such Customer should notify the J&J Medical Information department within 24 hours at 1-800-567-3331.

**3. Shipment Errors And Damages:**

Claims for damage, shortage, shipment error or loss in transit of Product purchased directly from J&J (“Shipment Claims”) must be reported by the Customer to the J&J Customer Services within 48 hours of receipt. Any visible damage should be noted by the Customer on the carrier’s bill of lading upon receipt of order. **Under no circumstances should the goods be refused.** If the Product was purchased directly from a wholesaler, a retail distributor or some other Person (other than J&J), the purchaser must contact the Person from whom they bought such Product directly for return instructions as the instructions set out in this Section do not apply. Products are not to be given to the carrier for salvage. The Customer must obtain a Returned Merchandise Authorization from a J&J Customer Services representative before any Products are returned on account of Shipment Claims. A Returned Merchandise Authorization will only be issued if the Product is eligible for return. Upon receipt of such, a Returned Merchandise Authorization, the applicable Products are to be shipped collect to JANSSEN Inc., Johnson & Johnson Distribution Centre, 200 Whitehall Drive, Markham, Ontario L3R 0T5. The Customer is responsible for ensuring that the returned Products are shipped in compliance with applicable law. Shipments returned without a Returned Merchandise Authorization, or Product reported beyond the 48-hour allowable period will be ineligible for credit and will not be returned to the Customer. Eligible Product will be credited at 100% of the original purchase price less any commercial terms. All requests for credit must be authorized by a J&J Customer Services representative.

**4. Returns of Expired Product:**

**(a) Procedure For Returning Expired Product:**

Pharmacies and hospitals must return product to an authorized distributor (point of purchase), (a distributor fee may apply, depending on each distributor policy). **Pharmacies and hospitals via Authorized Distributor:**

For Product purchased from an authorized distributor, contact the authorized distributor for return authorization and return Product as per the authorized distributor's procedure.

**(b) Returns Eligible For Credit:**

J&J will only authorize credit for Products that are returned:

- i. In response to a recall or during the period that is within six months after its expiry date;

Notwithstanding anything in the foregoing, J&J reserves the right to refuse any returned Product for credit, acting in its sole and absolute discretion.

**(c) Returns Ineligible For Credit:**

A Product is not eligible to be returned for a credit if it:

- i. is returned prior to its expiry date or after six months following its expiry date;
- ii. has become unsaleable for reasons beyond J&J's control, such as Product damaged by (A) water, fire, smoke or power failure, (B) having been subjected to extremes in temperature or exposure, (C) improper storage or handling, and/or (D) improper packaging or use of shipping materials during return;
- iii. was ordered outside of the normal course of acquiring inventory, such as in connection with a bankruptcy sale, going out of business sale, fire sale, pharmacy inventory sale or similar method of acquisition;
- iv. was not purchased from J&J in accordance with these Terms, including but not limited to Products imported from outside Canada;
- v. is not in its original packaging, or if it has been repacked, over- labeled, price-stickered or reconstituted or tampered with in any way;
- vi. is a sample or clinical evaluation package;
- vii. was purchased on a non-returnable basis or with special conditions;
- viii. was acquired through a compassionate goods program and received free of charge;
- ix. Partially-consumed of any product
- x. is a of Narcotic or Controlled Drugs
- xi. is due to a contract conversion to a product which is a competitor to Product;
- xii. is a refrigerated product

**(d) Credit Value For Expired Product:**

Products eligible for return in accordance with this Section 4 will be credited at 90% of the original purchase price or current price (whichever price is lower), and subject to any discounts or commercial terms offered by J&J. Eligible Product returned subject to a recall will be credited at 100%.

J&J will not reimburse Customer for any transportation costs, handling fees, or processing fees incurred by Customer in the returns process.

Products previously purchased by Customer on tender, contract or special offer shall be subject to credit deemed appropriate by J&J, acting in its sole and absolute discretion.

**GENERAL TERMS**

**5. Storage and Handling:**

Customer is responsible for maintaining proper storage and handling conditions for all Products as required by applicable law or as set out in the applicable product labeling.

**6. Guarantee:**

The therapeutic information and suggested dosage contained in the Compendium of Pharmaceuticals and Specialties are necessarily general and are included for informational or reference purposes only. Any modifications in dosage, indications and contraindications are the responsibility of the physician after proper diagnosis and are not the responsibility of J&J. J&J's guarantee of the Products is strictly limited and is restricted to the identity of the Products and their manufacture in conformance with good manufacturing practices and applicable laws. No other warranty or condition, statutory or otherwise, shall be implied, including, without limitation, a warranty or condition as to quality or fitness for a particular purpose.

**7. Non-Compliance with Terms:**

In addition to any other rights or remedies available to J&J, J&J may refuse to accept orders from, or make any further sales of Product to, any Customer (and/or any of its affiliates) that fails to comply with these Terms. If J&J has reason to believe that a Customer is in breach of these Terms, pending completion of any investigations it chooses to conduct, J&J reserves the right to suspend or refuse, at its discretion, any further sales of Product to such Customer.

**8. Precedence and Changes to Terms:**

These Terms supersede all previous Terms and are subject to change from time to time, without notice, at J&J's sole discretion. J&J will provide its Customers with notice of any such changes by posting the updated Terms, including the date upon which the updated Terms take effect, located here

<https://static.innovativemedicine.jnj.com/bf/34/4096f9f94c9098aa3b72e754351d/terms-of-sale-and-returned-goods-policy.pdf>

The individual changes made to the Terms may not be specifically described. Our Customers are strongly encouraged to regularly visit J&J's website and review our Terms. Any order for Products placed after the posting of the updated Terms on our website are subject to the Terms then in effect provided that all returns of Products purchased from J&J will be subject to the Terms in effect at the time of return.