

April 2021

This document outlines Allergan U.S. Brands (referred to herein as “Allergan”) terms and conditions of sale that shall govern all direct purchases made by Allergan-Brand customers. In the event of a conflict between this document and any subsequent individual written agreement between Allergan-Brands an AbbVie Company (referred to herein as “Allergan”) and one of its customers, the terms and conditions of that individual written agreement shall supersede the terms and conditions contained in this document.

PRICING POLICY:

Allergan-Brands reserves the right, without prior notification, to implement price changes and to limit purchases at any time. All Purchase Orders shall be FOB destination. Allergan reserves the right to price back-orders, unfilled current orders, and holding orders at the price prevailing at the time shipment is made.

PRODUCT ALLOCATION POLICY:

Allergan-Brand reserves the right to limit quantities on all orders. Allergan-Brand will allow customers to purchase an allocated amount of product in any given month. Once allocations are exceeded, orders will be modified accordingly.

CREDIT LINE POLICY:

All direct Allergan customers are required to establish and maintain a line of credit with Allergan. The information required to establish and maintain a credit line with Allergan includes, but is not limited to, audited financial statements, trade and banking references, and disclosure of any restrictive loan covenants. All information should be forwarded to the Allergan Credit Department at credit.inquiries@allergan.com. Failure to maintain a line of credit may result in delayed processing of customer orders.

PAYMENT TERMS:

Unless otherwise stated on the invoice, terms for payment are: (1) for cash payments, 2% 30 days, net 31 days from invoice date, or (2) for EFT payments, 2% 34 days, net 35 days from invoice date.

SHIPPING:

All Purchase Orders shall be FOB destination.

CHARGEBACK PROCESSING:

Any requests for chargeback credit, including resubmissions, must be received by Allergan within one year of the original wholesale invoice date. Claims received beyond one year will not be honored by Allergan.

SHORTAGE CLAIM POLICY:

No claim for shortage will be honored unless made within fifteen (15) days from receipt of goods. All reports of theft or loss of controlled substances must be reported to Allergan within one business day. If shipment is received in damaged condition, customer must have express agent make notation of damage on the original freight or express bill to be eligible to receive credit from the carrier or Allergan.

BACKORDER POLICY:

Orders not shipped within 30 days are cancelled unless otherwise notified.