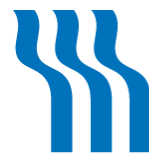


IV Drugs Product Catalogue



**FRESENIUS
KABI**

caring for life

Product Photography is not to scale

Acyclovir Sodium Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02236926	C302510	50 mg/mL	10 mL	10	919937	629336305100	629336000128
SD Vial	02236926	C302520	50 mg/mL	20 mL	10	919949	629336305209	629336000135

• Bar Coded • Latex Free • Preservative Free



Adenosine Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02267659	C605102	3 mg/mL	2 mL	10	937071	629336601028	629336000142
Prefilled syringe	02457474	K051002	3 mg/mL	2 mL	10	970852	629336001712	629336002696
Prefilled syringe	02457482	K051004	3 mg/mL	4 mL	10	970864	629336001729	629336002702

• Bar Coded • Latex Free • Preservative Free



Amiodarone Hydrochloride for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
MD Amber Vial	02245248	C601603	50 mg/mL	3 mL	25	919950	629336606030	629336000159

• Bar Coded • Latex Free



Product Photography is not to scale

Ampicillin for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02227029	103767	250 mg	10 mL	10	975709	629336003648	629336003655
SD Vial	02227010	103768	500 mg	10 mL	10	975710	629336003662	629336003679
SD Vial	02227002	103769	1 g	10 mL	10	975722	629336003686	629336003693
SD Vial	02226995	103770	2 g	20 mL	10	975734	629336003709	629336003716

• Bar Coded • Latex Free • Preservative Free



Bivalirudin for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02435268	C506210	250 mg/vial	10 mL	10	976453	629336004010	629336004027

• Bar Coded • Latex Free Stopper • Preservative Free



Bleomycin for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02265982	C103610	15 Units	10 mL	1	958499	629336106103	629336106103

• Bar Coded • Latex Free • Preservative Free



Product Photography is not to scale

Calcium Gluconate Injection, USP 10%

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial (Plastic)	02141019	C360019	100 mg/mL	10 mL	25	970682	629336002757	629336002764
SD Vial (Plastic)	02141019	C360059	100 mg/mL	50 mL	25	970694	629336002771	629336002788
SD Vial (Plastic)	02141019	C360161	100 mg/mL	100 mL	20	970700	629336002795	629336002801

• Taxable • Bar Coded • Latex Free • Preservative Free



Caspofungin for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
Vial	02486989	C356110	50 mg/mL	10 mL	10	975424	629336002870	629336003556
Vial	02486997	C358110	70 mg/mL	10 mL	10	975412	629336002887	629336003563

• Bar Coded • Latex Free Stopper • Preservative Free



Product Photography is not to scale

Cefazolin for Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02237138	102016	1 g	15 mL	10	967658	629336001330	629336001347
PBP Vial	02237140	103650	10 g	100 mL	10	974833	629336002986	629336002993
SmartPak®	02401029	CP1455B1	100 grams of Cefazolin	Bag	5	966988	629336001033	629336001040

• Bar Coded • Latex Free • Preservative Free



Trademark licensed by Samson Medical Technologies, L.L.C. to Pharmaceutical Partners of Canada Inc.

Ceftazidime for Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	00886971	VL7231	1 g	20 mL	10	920472	629336072316	629336000241
SD Vial	00886955	VL7234	2 g	50 mL	10	920484	629336072347	629336000258
PBP Vial	00886963	VL7241	6 g	100 mL	6	920496	629336072415	629336000265

• Bar Coded • Latex Free • Preservative Free



CefTRIAxone for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SmartPak®	02409968	CP1456B1	100 grams	Bag	5	967774	629336001057	629336001064

• Bar Coded • Latex Free • Preservative Free



SmartPak®
Trademark licensed by Samson Medical Technologies, L.L.C. to Pharmaceutical Partners of Canada Inc.

Product Photography is not to scale

Cefuroxime for Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02241638	102008	750 mg	15 mL	10	968195	629336001194	629336001200
SD Vial	02241639	102009	1.5 g	50 mL	10	968110	629336001217	629336001224

• Bar Coded • Latex Free • Preservative Free



Chorionic Gonadotropin for Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
MD Vial**	02247459	C25011	10,000 USP units	10 mL	1	*see below	629336002832	629336002832

• Bar Coded

*Product distributed by Ferring Pharmaceuticals. To place an order for HCG and/or for Customer Service contact Ferring Pharmaceuticals Sales Support at 1-800-263-4057. For Medical Information contact 1-866-384-1314 or medicalinformation@ferring.com.

**Multi-dose vial when reconstituted with sterile diluent. (Bacteriostatic Water for Injection)



Cladribine Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02319918	C104010	1 mg/mL	10 mL	1 Vial	958785	629336100101	629336100101

• Bar Coded • Latex Free • Preservative Free



Product Photography is not to scale

Colistimethate for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02403544	C309306	150 mg	6.5 mL	1	967749	629336001392	629336001392

• Bar Coded • Latex Free • Preservative Free



DiphenhydrAMINE Hydrochloride Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02369567	C660401	50 mg/mL	1 mL	25	963744	629336000647	629336000654

• Taxable • Bar Coded • Latex Free • Preservative Free



Dipyridamole Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02244475	C601310	5 mg/mL	10 mL	10	921014	629336603107	629336000302

• Bar Coded • Latex Free



Product Photography is not to scale

Ertapenem for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02496127	17403701	1 g	20 mL	10	975746	629336003532	629336003549

• Bar Coded • Latex Free Stopper • Preservative Free



Fentanyl Citrate Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02501554	C806101	50 mcg/mL	1 mL	25	975990	629336004072	629336004089
SD Vial	02501554	C806102	50 mcg/mL	2 mL	25	976015	629336004096	629336004102
SD Vial	02501554	C806105	50 mcg/mL	5 mL	25	975989	629336004119	629336004126
PB Vial	02501554	C806150	50 mcg/mL	50 mL	1	976039	629336004157	629336004157

• Bar Coded • Latex Free Stopper • Preservative Free



Product Photography is not to scale

Flumazenil Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
MD Vial	02266342	C402405	0.1mg/mL	5 mL	10	945110	629336404056	629336000319

• Taxable • Bar Coded • Latex Free



Folic Acid Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
MD Vial	02139480	C18410	5 mg/mL	10 mL	1	898995	629336001446	629336001446

• Taxable • Bar Coded • Latex Free



Ganciclovir for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02404761	C315110	500 mg	10 mL	25	967622	629336001095	629336001101

• Bar Coded • Latex Free • Preservative Free



Product Photography is not to scale

Haloperidol Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
MD Vial	02406411	C437401	5 mg	1 mL	1	970402	629336001453	629336001460

• Bar Coded • Latex Free



Heparin Sodium Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
MD Vial	02264315	C504013	1,000 USP units/mL	1 mL	25	976258	629336004829	629336004836
MD Vial	02264315	C504710	1,000 USP units/mL	10 mL	25	936315	629336507108	629336000333
MD Vial	02264315	C504036	1,000 USP units/mL	30 mL	25	976295	629336004867	629336004874
SD Vial	02392453	C504313	10,000 USP units/mL	*0.5 mL	25	976349	629336004928	629336004935
MD Vial	02264307	C504801	10,000 USP units/mL	1 mL	25	936339	629336508013	629336000357
MD Vial	02264307	C504805	10,000 USP units/mL	5 mL	25	935815	629336508051	629336000364

• Taxable • Bar Coded • Latex Free

*Note: Heparin 0.5 mL only is Preservative Free



Product Photography is not to scale

HYDROMORPHONE Hydrochloride Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	Packs/ Case	Unit/ Case	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02491699	C853101	2 mg/mL	1 mL	25	18	450	975655	629336003952	629336003969
SD Vial	02491680	C851101	10 mg/mL	1 mL	10	20	200	975631	629336003907	629336003914
SD Vial	02491680	C851105	10 mg/mL	5 mL	10	10	100	975643	629336003921	629336003938
SD Vial	02491680	C851150	10 mg/mL	50 mL	1	10	100	975667	629336003945	629336003952

• Bar Coded • Latex Free Stopper • Preservative Free



Isoflurane USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
Bottle	02231929	M60303	99.9%	100 mL	6	941190	629336603039	629336000388
Bottle	02231929	M60302	99.9%	250 mL	6	941323	629336603022	629336000371

• Bar Coded • Latex Free • Preservative Free



Ketorolac Tromethamine Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02244947	C160201	30 mg/mL	1 mL	25	922456	629336162017	629336000401

• Bar Coded • Latex Free • Preservative Free



Product Photography is not to scale

Levothyroxine Sodium for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02245948	C506248	500 µg	10 mL	1	965352	629336000944	629336000944

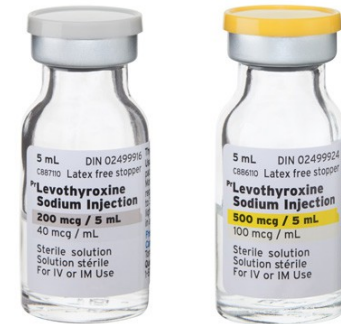
• Bar Coded • Latex Free • Preservative Free



Levothyroxine Sodium Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02499916	C887110	40 mcg / mL	5 mL	1	977111	629336004287	629336004287
SD Vial	02499924	C886110	100 mcg / mL	5 mL	1	977123	629336004294	629336004294

• Bar Coded • Latex Free Stopper • Preservative Free



Linezolid Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Bag) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
freeflex® Bag	02430827	ABU 0723	2 mg/mL	300 mL	10	970463	629336001736	629336001743

• Bar Coded • Latex Free • Preservative Free • PVC Free • DEHP Free



Product Photography is not to scale

Magnesium Sulfate Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/ Carton) #
SD Vial	02139499	C96410P	500 mg/mL	10 mL	25	922468	629336964109	629336000418
PBP Vial	02139499	C6450	500 mg/mL	50 mL	25	922493	629336064502	629336000425

• Taxable • Bar Coded • Preservative Free



Mannitol Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/ Carton) #
SD Vial	02243176	C1550	250 mg/mL	50 mL	25	922511	629336015504	629336000432

• Taxable • Bar Coded • Preservative Free



Meropenem for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/ Carton) #
SD Vial	02415216	4523001	500 mg/vial	20 mL	10	970414	629336000999	629336001002
SD Vial	02415224	4524001	1 g/vial	20 mL	10	967798	629336001019	629336001026

• Bar Coded • Latex Free • Preservative Free



Product Photography is not to scale

Mesna for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
MD Vial	02244931	C730310	100 mg/mL	10 mL	10	922523	629336733101	629336000449

• Bar Coded • Latex Free



Midazolam Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
MD Vial	02242904	C410102	1 mg/mL	2 mL	10	922535	629336411023	629336000753
MD Vial	02242904	C410105	1 mg/mL	5 mL	10	922547	629336411054	629336000760
MD Vial	02242904	C410110	1 mg/mL	10 mL	10	922559	629336411108	629336000777
MD Vial	02242905	C410201	5 mg/mL	1 mL	10	922560	629336412013	629336000784
MD Vial	02242905	C410202	5 mg/mL	2 mL	10	922572	629336412020	629336000791
MD Vial	02242905	C410210	5 mg/mL	10 mL	10	922584	629336412105	629336000807

• Bar Coded • Latex Free



For current product availability please contact PPC customer service

Product Photography is not to scale

Milrinone Lactate Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02244622	C601710	1 mg/mL	10 mL	10	922596	629336607105	629336000456
SD Vial	02244622	C601720	1 mg/mL	20 mL	10	922602	629336607204	629336000463

• Bar Coded • Latex Free • Preservative Free



MitoXANTRONE Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02286300	C132010	2 mg/mL	10 mL	1	943393	629336130108	629336130108

• Bar Coded • Latex Free • Preservative Free

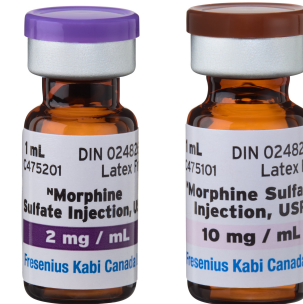


Product Photography is not to scale

Morphine Sulfate Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
Vial	02482681	C475201	2 mg/mL	1 mL	25	975515	629336003785	629336003792
Vial	02482746	C475101	10 mg/mL	1 mL	25	975503	629336003860	629336003877

• Bar Coded • Latex Free • Preservative Free



Moxifloxacin Injection

Format	DIN	Product Code	Description	Size	Unit/ Case	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
freeflex® Bag	02433087	ABU0422	1.6 mg/mL	250 mL	10	970955	629336002672	629336002689

• Bar Coded • Latex Free • Preservative Free • PVC Free • DEHP Free



Oxytocin Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02139561	C912011	10 USP units/mL	*1 mL	25	975965	629336004300	629336004317
MD Vial	02139561	C1210	10 USP units/mL	10 mL	25	922626	629336012107	629336000487

• Bar Coded • *Latex Free



Product Photography is not to scale

Pamidronate Disodium for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02246597	452000	3 mg/mL	10 mL	1	918623	629336450008	629336450008
SD Vial	02246598	452005	6 mg/mL	10 mL	1	918647	629336450053	629336450053
SD Vial	02246599	452010	9 mg/mL	10 mL	1	918659	629336450107	629336450107

• Bar Coded • Latex Free • Preservative Free



Pantoprazole for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02352214	CP100411	40 mg	10 mL	10	959716	629336000951	629336000968

• Bar Coded • Latex Free • Preservative Free



Product Photography is not to scale

Penicillin G Sodium for Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02220261	PF170003	1 million unit	15 mL	25	975321	629336004218	629336004225
SD Vial	02220288	PF170001	5 million unit	15 mL	25	975199	629336004232	629336004249
SD Vial	02220296	PF170002	10 million unit	50 mL	10	975205	629336004256	629336004263

• Bar Coded • Latex Free • Preservative Free



Piperacillin and Tazobactam for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
PBP Vial	02465833	CP1965B2	40.5 g 36 g Piperacillin / 4.5 g Tazobactam	200 mL	1	977305	629336003112	629336003112

• Bar Coded • Latex Free • Preservative Free



Product Photography is not to scale

Potassium Phosphates Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/ Carton) #
SD Vial (15 mL fill in 30 mL vial)	02139545	C860539	3 mmol/mL Phosphorus	15 mL	25	976416	629336004614	629336004621
SD Vial	02139545	C860569	Phosphorus 3 mmol/mL	50 mL	25	976441	629336004638	629336004645

• Taxable • Latex Free Stopper • Bar Coded • Preservative Free



Propofol Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/ Carton) #
SD Vial	02437643	4463021	10 mg/mL	20 mL	10	970980	629336002016	629336002023
SD Vial	02437643	4462051	10 mg/mL	50 mL	10	970438	629336001491	629336001507
SD Vial	02437643	4462031	10 mg/mL	100 mL	10	970451	629336001514	629336001521

• Bar Coded • Latex Free • Preservative Free



Protamine Sulfate Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/ Carton) #
SD Vial	02139537	C22905	10 mg/mL	5 mL	25	922778	629336229055	629336000548
SD Vial	02139537	C22930	10 mg/mL	25 mL	1	900242	629336229307	629336229307

• Taxable • Bar Coded • Preservative Free



Product Photography is not to scale

Ropivacaine Hydrochloride Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
freeflex® Bag	02439379	ABH3110 *	2 mg/mL	100 mL	5	974870	629336003006	629336003013
freeflex® Bag	02439379	ABH3111 *	2 mg/mL	200 mL	5	974912	629336003020	629336003037
Ampoule	02439387	ABA1823	5 mg/mL	10 mL	5	974900	629336003044	629336003051
Ampoule	02439409	ABA1846	10 mg/mL	10 mL	5	974894	629336003068	629336003075
Ampoule	02439409	ABA1847	10 mg/mL	20 mL	5	974882	629336003082	629336003099

• Taxable • Bar Coded • Latex Free • Preservative Free
*PVC Free, DEHP Free



Sodium Acetate Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02139529	C3250	4 mmol/mL 4 mEq/mL	50 mL	25	922833	629336032501	629336000555
Maxivial®	02139529	C32B1	4 mmol/mL 4 mEq/mL	100 mL	20	922821	629336032617	629336000562

• Taxable • Bar Coded • Preservative Free

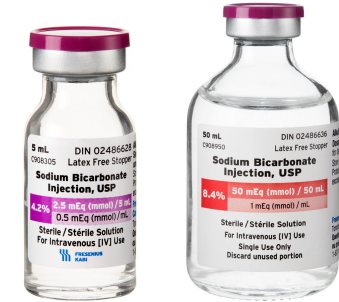


Product Photography is not to scale

Sodium Bicarbonate Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
Vial	02486628	C908305	4.2% 2.5 mEq (mmol)	5 mL	25	975369	629336004034	629336004041
Vial	02486636	C908950	8.4% 50 mEq (mmol)	50 mL	25	975357	629336004058	629336004065

• Taxable • Bar Coded • Latex Free • Preservative Free



Sodium Chloride Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02139510	C918930	4 mmol/mL 4 mEq/mL	30 mL	25	975916	629336004539	629336004546
Maxivial®	02139510	C88B1	4 mmol/mL 4 mEq/mL	100 mL	20	922857	629336088614	629336000586
Maxivial®	02139510	C88B2	4 mmol/mL 4 mEq/mL	200 mL	20	922869	629336088638	629336000593

• Taxable • Bar Coded • Preservative Free



Tobramycin for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
PBP Vial	00533688	C300351	1.2 g	50 mL	6	928781	629336303519	629336000609

• Bar Coded • Latex Free • Preservative Free



Product Photography is not to scale

Tobramycin Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
MD Vial	02230640	C300602	40 mg/mL	2 mL	25	922882	629336306022	629336000920
MD Vial	02230640	C300630	40 mg/mL	30 mL	10	922894	629336306305	629336000937

• Bar Coded • Latex Free



Vancomycin Hydrochloride for Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02139375	C22110	500 mg	10 mL	25	922900	629336221103	629336000616
SD Vial	02139383	C28420	1 g	20 mL	10	922912	629336284207	629336000623
PBP	02139243	C295B1	5 g	100 mL	1	900795	629336295616	629336295616
PBP	02241807	C314061	10 g	100 mL	1	896706	629336314065	629336314065

• Bar Coded • Latex Free • Preservative Free



Vasopressin Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
MD Vial	02139502	C30201	20 units/mL	1 mL	25	922924	629336302017	629336000630

• Bar Coded • Latex Free



Product Photography is not to scale

Vinorelbine Injection, USP

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
Single Use Vial	02511347	CP211102	10 mg/mL Single Use vial	1 mL	1	977226	629336004676	629336004676
Single Use Vial	02511347	CP216906	10 mg/mL Single Use vial	5 mL	1	976118	629336004683	629336004683

• Bar Coded • Latex Free Stopper • Preservative Free



Voriconazole for Injection

Format	DIN	Product Code	Description	Size	Unit/ Pack	McKesson Distribution Partners #	GTIN 12 Barcode Unit of Use (Vial) #	GTIN 12 Barcode Pack Selling Unit (Tray/Carton) #
SD Vial	02493829	CP106730	200 mg / vial	30 mL	1	976386	629336004195	629336004195

• Bar Coded • Latex Free Stopper • Preservative Free



Terms and Conditions of Sale

All purchases of Product(s) from Fresenius Kabi Canada Ltd., including its Canadian affiliates (collectively referred to as “Fresenius Kabi”) are subject to and conditioned upon these terms and conditions of sale, as amended from time to time (the “Terms and Conditions”), which are accepted by and deemed binding on the Customer upon placing an order for Product(s) with Fresenius Kabi. The Terms and Conditions are made available to Customer at <https://www.fresenius-kabi.com/en-ca/>. Fresenius Kabi reserves the right to amend, update, replace, or cancel these Terms and Conditions at any time and without notice. Fresenius Kabi will update its website as these Terms and Conditions are changed, and such changes shall become effective immediately upon posting of the modified Terms and Conditions. It is Customer’s responsibility to review the latest version of the Terms and Conditions prior to submitting a Purchase Order. Any orders placed after any prior version of the Terms and Conditions is changed shall be subject to such amended Terms and Conditions.

1. **Definitions.** In these Terms and Conditions, the following definitions apply:

- a. **“Agreement”** means the agreement between Customer and Fresenius Kabi for the purchase and sale of Products under these Terms and Conditions, but excludes any separate written contract related to the purchase and sale of Products negotiated and executed between Customer and Fresenius Kabi, unless otherwise expressly agreed upon in writing.
- b. **“Controlled Substance”** means a substance included in Schedule I, II, III, IV, or V, of the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19 or a narcotic, as defined in the Narcotic Control Regulations, C.R.C., c. 1041.
- c. **“Customer”** means any person or entity located within Canada who is legally authorized to purchase Products from Fresenius Kabi, and either purchases such Products directly from Fresenius Kabi or indirectly via an authorized Wholesaler or other third-party distributor.
- d. **“Product(s)”** means any product or service made available for sale by Fresenius Kabi, including pharmaceutical products, nutritional supplements, base solutions, IV solutions and administration sets, medical devices, pumps, bags, drug delivery systems, technology, and any other goods, parts, software, and/or accessories related thereto.
- e. **“Delivery Date”** means the date Product is delivered to Customer.
- f. **“Delivery Point”** means the location identified by Customer in the Purchase Order to which Fresenius Kabi is to deliver Products, or such other delivery area or point which is specified in writing by Customer.
- g. **“Force Majeure Event”** means any event or cause that is not within a party’s reasonable control, and that by the exercise of due diligence is unable to be avoided or overcome in a reasonable manner. Without limiting the generality of the foregoing, a “Force Majeure Event” may include: (a) acts of God; (b) wars (declared or undeclared); (c) insurrections, hostilities, riots; (d) floods, fires, storms, storm warnings, landslides, lightning, earthquakes, washouts; (e) industrial disturbances, acts of a public enemy, acts of terror, sabotage, theft, espionage, blockades, pandemics, epidemics; (f) civil disturbances; (g) explosions, breakage or accidents; and (h) any action or restraint by court order or public or regulatory authority; provided, however, that a “Force Majeure Event” shall not include the lack of funds or the inability to pay any amounts due and owing to Fresenius Kabi.
- h. **“Good Manufacturing Practices” or “GMP”** means the practices required in order to conform to the guidelines recommended by regulatory agencies that control the authorization and licensing of the manufacture and sale of certain Products, including pharmaceutical products, nutritional supplements, and medical devices.
- i. **“Latent Damage”** means damage or a Product defect that exists as at the Delivery Date but is not discoverable by a reasonable inspection.
- j. **“Patent Damage”** means damage or a Product defect that exists as at the Delivery Date and is discoverable by a reasonable inspection.
- k. **“Purchase Order”** means the purchase order or other similar document submitted by Customer to Fresenius Kabi for the purchase of certain Products, to which these Terms and Conditions are deemed incorporated by reference.
- l. **“Shipping Error”** means any mistake in the shipment details, including, without limitation, any Product shortage, damage, picking error, warehouse error, overage, labeling error, ordering error.
- m. **“Recall”** means any action by Fresenius Kabi or any regulatory or governmental authority, whether voluntary or involuntary, to recover title to or possession of any Products sold, transferred or shipped to Customer.
- n. **“Returned Goods Policy”** means Fresenius Kabi’s policy for accepting the return or destruction of certain Products, as amended from time to time, and available at <https://www.freseniuskabi.com/en-ca/>.
- o. **“Specifications”** means: (a) with respect to Products manufactured by Fresenius Kabi, Fresenius Kabi’s specifications for the Product in effect as at the Delivery Date; and (b) with respect to Products distributed (but not manufactured) by Fresenius Kabi, the manufacturer’s published specifications as at the Delivery Date.
- p. **“Warranty”** means Fresenius Kabi’s guarantee that the Products and their manufacture shall be in conformance with the applicable Specifications and GMP as at the Delivery Date. More specific warranties may accompany certain Products and, if so, will be set out in documentation and included with the Product upon delivery.

Terms and Conditions of Sale

q. **“Wholesaler”** means a legal entity primarily engaged in selling pharmaceutical products and medical devices to other businesses, including pharmacies, hospitals, and other manufacturers, wholesalers or distributors, consistent with the terms of their permits, licences, and applicable laws.

2. **Entire Agreement.** Each Agreement between Customer and Fresenius Kabi consists solely of: (a) these Terms and Conditions; and (b) only the below information contained in the applicable Purchase Order:
- a. Customer account number
 - b. Customer contact details
 - c. Purchase Order number
 - d. Customer name
 - e. Requested Delivery Date
 - f. Delivery Point
 - g. Product description/identification
 - h. Product quantity
 - i. Any special instructions

Accordingly, these Terms and Conditions apply to the exclusion of any other terms that Customer may wish to impose or incorporate or that are implied by trade, customer, practice, or course of dealing. Unless and except to the extent otherwise expressly agreed to in writing, Fresenius Kabi’s sale and Customer’s purchase of all Products shall be solely in accordance with these Terms and Conditions. No variation of these Terms and Conditions will be binding on Fresenius Kabi unless agreed to in writing and signed by an authorized employee of Fresenius Kabi. Both Customer and Fresenius Kabi hereby accept these Terms and Conditions and agree that no inconsistent, additional, or conflicting terms contained in any Purchase Order, acceptance, shipping instructions, quotation, request, confirmation, invoice, acknowledgement, documentation, material, release or other written correspondence submitted by either party shall apply. Any such additional or different terms shall be void and of no force or effect. To be clear, all such additional or different terms are hereby rejected, and no separate notice of such rejection need be given by either party.

3. **Ordering.** All Purchase Orders are subject to acceptance and credit approval by Fresenius Kabi, and must be submitted through the following channels:
- a. Global Health Exchange (GHX)
 - b. Electronic Data Interchange (EDI)
 - c. PConnect
 - d. Email: Canada_Customerservice@freseniuskabi.com
 - e. Tel: 1-877-821-7724 (Toll Free)
 - f. Fax: 1-877-821-2108 (Toll Free)
 - g. McKesson Distribution Partners:
4705 Dobrin
St. Laurent, Quebec
H4R 2P7

Ontario & Atlantic Canada:

Fax: 1-888-600-8104

Tel: 1-877-671-1376

Terms and Conditions of Sale

West of Ontario:

Fax: 1-800-830-6436 (Toll Free)

Tel: 1-800-830-6465 (Toll Free)

Quebec:

Please contact your Wholesaler

To the extent any of the Products are purchased by Customer from a Wholesaler or third-party distributor, Customer shall negotiate order process, Products, delivery, payment, and other order-related terms directly with such Wholesalers or distributors. All other provisions of these Terms and Conditions shall apply.

4. **Controlled Substance Ordering.** Controlled Substances should be ordered through McKesson Distribution Partners (or any other participating Wholesaler). When that is not possible, such Products can be ordered directly from Fresenius Kabi, but only in the following circumstances: (a) a pharmacist or physician, registered with a provincial professional regulatory body, and authorized to order and handle such Controlled Substances; or (b) any other person, authorized on behalf of a Wholesaler (or other licence holder), can initiate an order, by sending a separate endorsed script or order form via regular mail or courier, to:

Fresenius Kabi Canada Ltd.

c/o Accuristix

109 Summerlea Road

Brampton, ON, L6T 4P6

5. **Export Restrictions.** Customer shall not market, sell, transfer, export, or distribute any Product, directly or indirectly, outside of Canada, nor shall Customer sell or transfer any Product, directly or indirectly, to any purchaser or third party that Customer knows, or reasonably ought to know, intends to market, sell, transfer, export, or distribute such Product outside of Canada. Fresenius Kabi shall have the right to suspend sales of Products to Customer if Fresenius Kabi suspects that Customer or any third-party purchaser of Products has violated or is likely to violate the provisions in this Section 5.
6. **Licences and Permits.** Customer hereby represents and warrants that it has, and will maintain in good standing at all material times, any and all applicable permits and licences (e.g. Drug Establishment Licence (DEL), pharmacy licence, physician's licence, etc.) required to purchase such Products and agrees that this representation is material consideration for purchasing Products from Fresenius Kabi and that Fresenius Kabi is relying upon such representation. Upon Fresenius Kabi's request, Customer shall promptly forward a copy of such licences to Fresenius Kabi. In addition, Customer represents and warrants that it is not prohibited or restricted in any way from purchasing or possessing the Products, and will not use al with the Products for any purposes, or in any way, prohibited by applicable law.
7. **Prices.** All accepted Purchase Orders will be filled and invoiced at Fresenius Kabi's prices in effect at the time the order is processed. All prices are subject to change without notice, and are exclusive of all applicable taxes. Customer shall be solely responsible for payment of all applicable local, provincial, and federal sales, use, and/or gross receipt taxes resulting from transactions with Fresenius Kabi.

Terms and Conditions of Sale

8. **Payment.** Unless otherwise agreed to between Customer and Fresenius Kabi, Customers shall pay all sums owing to Fresenius Kabi within thirty (30) days from the date of invoice. Unless otherwise indicated on the invoice, payments for direct orders from Fresenius Kabi can be remitted as follows:

- Electronically
- By cheque to:
Fresenius Kabi Canada Ltd.
165 Galaxy Boulevard, Suite 100
Toronto, Ontario M9W 0C8
- Credit Card

Fresenius Kabi reserves the right to delay or withhold any shipment of Products for Customers with past-due balances. Interest shall be payable on any late payment at the lower of 1.25% per month, compounded monthly, or the highest rate permitted by applicable law.

9. **Delivery.** Notwithstanding anything to the contrary contained in these Terms and Conditions or in any Purchase Order, any of Customer's requested Delivery Dates and any shipment dates which may be provided to Customer are not binding on Fresenius Kabi and are an approximation only. Fresenius Kabi reserves the right to revise shipping estimates to reflect conditions in effect on or before the date on which an order is scheduled to be shipped. Any unfulfilled Purchase Order will automatically be cancelled, without notice and without penalty to Fresenius Kabi, sixty (60) days from the date of the Purchase Order, and Customer's sole remedy for Fresenius Kabi's failure to supply any Product within fourteen (14) business days of the requested Delivery Date, or at all, shall be to purchase alternative product from another supplier, at Customer's sole cost and expense. Upon written request, and in Fresenius Kabi's sole and absolute discretion, Customer may, in certain conditions, be compensated an amount equal to the difference in price between Fresenius Kabi's Products and the alternative Canadian labelled product purchased by Customer. Fresenius Kabi will use its reasonable commercial efforts to fill and ship accepted Purchase Orders to Customer within a reasonable time, but will not be liable for any losses or damages, including any special, indirect, or consequential damages, arising out of any delay or failure to ship Product for any reason. In any event, receipt of Product by Customer shall constitute acceptance and waiver of any and all claims due to delay. Without limiting the foregoing, Customer agrees that Fresenius Kabi will not be liable for any loss or damages that may result from nonperformance and/or delays caused by a supply shortage of raw materials, manufacturing problems, delivery or labor problems, acts of regulatory agencies, discontinuation of a Product, acts of Customer, and/or by reason of any Force Majeure Event.

10. **Minimum Orders.** Any Purchase Order totaling less than CDN\$500.00 (exclusive of tax) will be subject to a CDN\$75.00 minimum order handling charge.

11. **Expedited and Special Orders.** Any request to have Fresenius Kabi expedite the delivery of Products under a Purchase Order will be subject to a CDN\$75.00 expedited order handling charge, in addition to all other related shipping and delivery charges. Any special instructions requested by Customer, including any rush orders, may be subject to additional charges.

12. **Shipping Term/Title/Risk of Loss.** Unless otherwise agreed upon, deliveries will be FCA (*Incoterms 2020*) Delivery Point, with freight and insurance prepaid. Title and risk of loss on any Products will pass to Customer upon delivery on the Delivery Date. Any shipping and handling charges prepaid by Fresenius Kabi will be added to the Customer's invoice as separate line items.

13. **Inspection.** Customer shall be responsible for visually inspecting and counting all Product(s) received at the Delivery Point prior to acceptance of delivery. Any exception or deviation must be noted on the carrier's freight bill or bill of lading and must be signed by Customer and countersigned by the carrier. In order to be eligible for return in accordance with Fresenius Kabi's Returned Goods Policy, Customer must notify Fresenius Kabi's Customer Service Department of any: (a) Shipping Error, within three (3) business days of the Delivery Date; (b) Latent (Concealed) Damage, within five (5) business days of discovery; and (c) Patent (Visible) Damage, within thirty (30) days of the Delivery Date. All deliveries of Products will be deemed accepted by Customer and without damage of any kind should Customer fail to provide notice in accordance with the timelines set out herein.

14. **Returned Goods Policy.** Products are subject to Fresenius Kabi's current Returned Goods Policy, which is available at <https://www.fresenius-kabi.com/en-ca/>, and which may be amended from time to time in Fresenius Kabi's sole discretion.

Terms and Conditions of Sale

- 15. Warranty.** In relation to any Product purchased hereunder, Fresenius Kabi provides a Warranty only to the original Customer. No Warranty is assignable or transferrable by Customer to any third party without Fresenius Kabi's prior written consent, which consent may be withheld in Fresenius Kabi's sole and absolute discretion. Fresenius Kabi does not warranty or guarantee Product shelf-life upon delivery. Fresenius Kabi's Warranty is conditioned upon proper storage, installation, use, and maintenance of Products in accordance with applicable written instructions or recommendations of Fresenius Kabi. Fresenius Kabi's Warranty will be void and of no force and effect if: (i) the Product is not used in accordance with its instructions or if it is used for a purpose not indicated on the labeling; (ii) the alleged defect is a result of abuse, misuse, improper maintenance, accident or the negligence of any party other than Fresenius Kabi; (iii) the Product's failure to conform to Fresenius Kabi's Warranty was due in whole or in part to factors or conditions beyond the reasonable control of Fresenius Kabi; (iv) any repairs, alterations or other work has been performed by Customer or others on such Product (other than work performed with Fresenius Kabi's prior written authorization and in accordance with approved procedures). Without limiting the foregoing, Fresenius Kabi's Warranty does not extend to damage to Products or other items resulting in whole or in part from the use of components, accessories, parts or supplies that are not furnished by Fresenius Kabi. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ARE HEREBY EXPRESSLY DISCLAIMED. FRESENIUS KABI'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF A WARRANTY SHALL BE, AT FRESENIUS KABI'S OPTION, TO REPAIR OR REPLACE THE PRODUCT, OR TO REFUND THE PURCHASE PRICE BY CREDITING CUSTOMER'S ACCOUNT FOR THE NON-CONFORMING PRODUCT.
- 16. Limitation of Liability.** IN NO EVENT SHALL FRESENIUS KABI, ITS AFFILIATES OR SUBSIDIARIES, OR ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, CONSULTANTS, OR REPRESENTATIVES, BE LIABLE UNDER COMMON LAW, CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, EQUITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY THAT ARE OR INCLUDE ANY (A) ANY PROXIMATE, ACCIDENTAL, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT OR SIMILAR DAMAGES OF ANY KIND, OR (B) LOST PROFITS, LOST REVENUES, DATA LOSS OR CORRUPTION, LOSS OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY OR THE PROVISION OF PRODUCTS OR SERVICES BY ANY THIRD PARTY. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS FRESENIUS KABI WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGE IN EXCESS OF THE LESSER OF: (i) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT GIVING RISE TO THE CLAIM; OR (ii) FIFTY-THOUSAND DOLLARS (CDN\$50,000). THE FOREGOING SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- 17. Indemnification.** Customer hereby agrees to indemnify, defend, and hold harmless Fresenius Kabi, its affiliates and subsidiaries, and each of its and their respective officers, directors, employees, agents, partners, suppliers, consultants, and representatives (individually and/or collectively, "Fresenius Kabi Indemnitees"), from and against any and all third party claims, demands, actions, damages, expenses, costs, claims, judgments and liabilities (including, without limitation, interest, penalties and reasonable legal fees) which may be sustained or incurred by **Fresenius Kabi Indemnitees**, arising from, in relation to, or as a consequence of (i) any negligent or wrongful act or omission by Customer; (ii) Customer's use or sale of the Products (except to the extent that such suit or demand arises out of the failure of the Products to meet Fresenius Kabi's Warranty); and/or (iii) Customer's improper handling or storage of Product(s). Customer will provide Fresenius Kabi with the opportunity to participate in the defense and settlement of such claim. No settlement of such claim shall be made unless such settlement provides a complete and unconditional release of Fresenius Kabi. Fresenius Kabi has the right to approve counsel or be represented by independent counsel of its own choosing.
- 18. Recalls.** Fresenius Kabi shall notify Customer promptly upon the occurrence of a Recall for any Products purchased by Customer directly from Fresenius Kabi. Fresenius Kabi shall be responsible for implementing the Recall and upon Fresenius Kabi's reasonable request, Customer shall fully cooperate to implement the Recall. The Product subject to Recall shall be deemed non-conforming and Fresenius Kabi shall pay or credit to Customer, in addition to any amounts payable pursuant to Section 15, Customer's reasonable, direct, documented out-of-pocket expenses incurred in connection with such Recall, provided such expenses are requested by or preapproved by Fresenius Kabi. Customer agrees that all Product complaints will be reported to Fresenius Kabi's Customer Service Department at the following coordinates:

Email: Canada_Product_Complaints@fresenius-kabi.com
Tel: 1-877-953-9002 (Toll Free)

Terms and Conditions of Sale

19. **Arbitration.** Any and all disputes, claims or controversies (“**Disputes**”) arising out of or in relation to an Agreement (including either or both of any Purchase Order or these Terms and Conditions), including without limitation, any dispute as to the existence, validity, performance, breach or termination of the Agreement, shall be resolved in the following manner. A party must first send written notice of the Dispute to the other party for attempted resolution by negotiation between executives who have authority to settle the controversy. Negotiations must be conducted within thirty (30) days after such notice is received. If the parties fail to meet or if the matter has not been resolved within such thirty (30) day period, the parties shall mediate their dispute within forty-five (45) days after the prior thirty (30) day period has expired. If the mediation fails to resolve all Disputes or if the mediation has not been scheduled, either party may initiate arbitration proceedings with respect to the matters submitted to negotiation and mediation, by filing a written demand for arbitration. Disputes shall be settled by final and binding arbitration, pursuant to the provisions of the [Arbitration Act, 1991, S.O. 1991, c. 17](#) (Ontario), as amended from time to time. The place of arbitration shall be Toronto, Ontario, Canada. A party who wishes to arbitrate shall give written notice of such intention to the other party (a “**Notice of Intention**”). The arbitrator shall be appointed by mutual agreement of the parties or, in default of such agreement, within fourteen (14) days of service of the Notice of Intention each of Customer and Fresenius Kabi shall, within five (5) days of the expiry of the aforesaid fourteen (14) day period, select one arbitrator and notify the other of its selection, with the third arbitrator to be chosen by the first two (2) named arbitrators. Notwithstanding the foregoing, to the extent a party is seeking injunctive relief either party may immediately bring a proceeding seeking preliminary injunctive relieve in a court having jurisdiction, and this relief shall remain in effect until the parties reach a resolution or so long as the arbitrator(s) feel as appropriate.
20. **Force Majeure.** Fresenius Kabi shall not be held liable for any delay or failure in performance hereunder arising out of any Force Majeure Event. Customer agrees that in such events available Products may be allocated by Fresenius Kabi, in its sole discretion, amongst any of its customers or business partners, without liability of any kind.
21. **Assignment.** Fresenius Kabi shall have the right to assign its rights and obligations under any Agreement that is subject to these Terms and Conditions to a successor, affiliate, or unrelated third party without the consent of any other party.
22. **Compliance with Laws.** Customer and Fresenius Kabi shall each comply with all federal, provincial and local laws, rules and regulations applicable to its operations and/or its obligations with respect to the purchase and sale of Products hereunder.
23. **Governing Law.** The Agreement between Customer and Fresenius Kabi hereunder shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflicts of laws principles, and the parties consent to exclusive jurisdiction and venue in the courts located in Toronto, Ontario, Canada.

Returned Goods Policy

1. **Applicability.** This Returned Goods Policy (“**Policy**”) applies to Fresenius Kabi Canada Ltd. (“**Fresenius Kabi**”) customers (“**Customer**”) and supersedes any prior returned goods policy applicable to Customers.

2. **Fresenius Kabi Contact List.**

General Returns

Customer Service Department

T: 1-877-821-7724 (Toll Free)

F: 1-877-821-2108 (Toll Free)

E: Canada_Customerservice@fresenius-kabi.com

Product Quality Complaints

Complaints Department

T: 1-877-953-9002 (Toll Free)

E: Canada_Product_Complaints@fresenius-kabi.com

Adverse Drug Events

Vigilance Department

T: 1-877-779-7760 (Toll Free)

F: 1-844-605-4465 (Toll Free)

E: Canada_Vigilance@fresenius-kabi.com

3. **General Policy.** Fresenius Kabi will issue credit only on Fresenius Kabi products (“**Products**”) returned directly to Fresenius Kabi. All eligible returns must be pre-authorized in writing by Fresenius Kabi’s Customer Service Department through the issuance of a returned goods authorization (“**RG**A”) number. Fresenius Kabi reserves the right to request proof of purchase prior to authorizing any return and may request adequate documentation to demonstrate that the Products were properly handled, maintained and stored at all times. Without limiting the generality of the foregoing, in order to be eligible for return all Products must be handled and stored as follows:

- a. Products must be stored at the initial delivery site, in the original, unopened, and undamaged carton or package.
- b. Products must be handled and stored in a sanitary manner.
- c. Products must be handled and stored to avoid contamination of any kind.
- d. Products must be stored at temperature indicated within Product packaging information.
- e. Products must be maintained in accordance with all handling and storage recommendations and information provided in Product literature, labeling, packaging information and/or otherwise made available to Customer.

Unauthorized returns and returns which do not otherwise comply with this Policy will be subject to rejection by Fresenius Kabi and will not be eligible for credit. Customer will be responsible for any shipping charges associated with returns, except for any Product which is returned to Fresenius Kabi as a result of Fresenius Kabi’s shipping error, Product recall, or failure of Product to conform with the specifications. Fresenius Kabi does not assume any responsibility for any loss or damage to the returned Product incurred while in transit. Product returns will be credited at the price in effect at the time of return. If supporting documentation of the purchase price is provided by the Customer, Fresenius Kabi will have sole discretion to credit at the purchase price. No credit will be issued for partial cases of Products, and the issuance of any credit is subject to the requirement that such credit value total at least CDN\$100.

Returned Goods Policy

4. **Categories of Returns.** Products that are eligible for return may be returned for credit in the following circumstances, as determined by Fresenius Kabi in its sole and absolute discretion:
- a. **Shipping Errors:** In the event that Product was shipped to Customer as a result of Fresenius Kabi's error, so long as Customer notifies Fresenius Kabi's Customer Service Department within three (3) business days of the date Product is delivered to a Customer (the "**Delivery Date**")
 - b. **Patent (Visible) Damage:** In the event that Product is visibly damaged upon delivery, Customer must notify Fresenius Kabi within thirty (30) days of the Delivery Date. Any such damage must be noted on the carrier's freight bill or bill of lading, and signed by Customer. Customer should request for the carrier to inspect the goods and countersign the carrier's freight bill or bill of lading. **CUSTOMER MUST NOT REFUSE SHIPMENT FOR DAMAGED PRODUCTS. CREDIT WILL NOT BE ISSUED FOR SHIPMENTS REFUSED FOR THIS REASON.**
 - c. **Latent (Concealed) Damage:** In the event that Customer discovers any damage to Products not reasonably discoverable by inspection as at the Delivery Date, or later discovers that Products do not conform with written specifications, Customer must notify Fresenius Kabi within five (5) business days of discovery. Notwithstanding the foregoing or anything contained in this Policy, Customer must immediately notify Fresenius Kabi of Product quality complaints or adverse drug events, and in any event within one (1) business day of discovery.
 - d. **Expired Goods:** Customer may be eligible for credit for expired Products, so long as Customer requests and receives an RGA number for such Products within six (6) months of the expiration date stated on the package. Products that are medical devices are not eligible for returns on the basis of expiration.
5. **Ineligible Returns.** Unauthorized returns, or returns which do not comply with this Policy, will be subject to rejection by Fresenius Kabi and will not be eligible for credit. Notwithstanding anything to the contrary herein, Fresenius Kabi shall not be obligated to accept returns, or issue credit, in relation to Products that are:
- a. Returned without prior authorization
 - b. Excess merchandise in Customer's inventory.
 - c. Provided at no charge to Customer.
 - d. Discontinued by Fresenius Kabi.
 - e. Broken, marked, or damaged due to Customer's acts or omissions.
 - f. Shipped to Customer as a result of Customer's ordering error.
 - g. Water or fire damaged Products.
 - h. Improperly handled, maintained, or stored.
 - i. Partial, opened, or otherwise non-original packaging.
 - j. Products or packaging with markings or disfigurements.
 - k. Damaged by insured or insurable events (e.g fire, smoke, flood, etc.)
 - l. Involved in salvage, bankruptcy or fire sales.
 - m. Not expired.
 - n. Returned to Fresenius Kabi greater than thirty (30) days from the date of issuance of the RGA number.
 - o. Non-expiration dated Products (except for qualifying returns of damaged Products).
 - p. Greater than six (6) months past the expiration date.
 - q. Purchased from a bankruptcy or similar insolvency proceeding.
 - r. Repackaged outside of Fresenius Kabi's original packaging/label, including third party packaging material.
 - s. Dispensed to a patient.
 - t. Valued at less than CDN\$100.
 - u. Not packaged together as full cases.

Returned Goods Policy

- v. Sold to Customer on a non-refundable basis, or which are marked non-returnable, professional sample, clinical evaluation, professional package, free goods, or otherwise with similar markings or special labels.
- w. Allegedly received with unacceptable dating but not reported to Fresenius Kabi within thirty (30) days of the Delivery Date.

Fresenius Kabi shall have no responsibility or liability to Customer for any Product returned without an RGA number issued in advance. Any such Products will be destroyed by Fresenius Kabi upon Fresenius Kabi's receipt of such Products.

6. **Return Shipping.** Products destined for return cannot be accepted at Fresenius Kabi's corporate head office. Products ordered should be returned to the originating shipment site, as follows:

Fresenius Kabi Canada Ltd.

c/o Accuristix
109 Summerlea Road
Brampton, Ontario
L6T 4P6

McKesson Distribution Partners (Calgary)

4440-78 Ave S.E
Calgary, Alberta
T2C 2Z5
T: 1-800-830-6465 (Toll Free)
F: 1-800-830-6436

McKesson Distribution Partners (Brampton)

8555 Torbram Rd.
Brampton, Ontario
L6T 5R1
T: 1-877-671-1376 (Toll Free)
F: 1-888-600-8104

7. **Authorized Destruction.** In certain cases, Customer may wish to destroy Product in lieu of returning such Product to Fresenius Kabi. In order to effect an authorized destruction of Product, Customer must request and receive authorization from Fresenius Kabi's Customer Service Department in the form of an RGA number, and thereafter provide a certificate of destruction showing the Products left the Customer's facility and were destroyed by an authorized third party in accordance with applicable laws. Fresenius Kabi will not be responsible for any handling, processing, or destruction costs.

Returned Goods Policy

8. Miscellaneous

- a. No deduction, offset, or adjustment to any invoice may be made by the Customer except on the basis of a credit note issued by Fresenius Kabi in accordance with this Policy, and only then with Fresenius Kabi's express written consent.
- b. Fresenius Kabi representatives are not permitted to pick up or destroy Products for return.
- c. Fresenius Kabi reserves the right to inspect all returns before issuing credit and to destroy without credit any packages that are unfit or unsafe for sale or do not comply with applicable law.
- d. Fresenius Kabi is prohibited by applicable law from ever returning expired Product and therefore must destroy any expired Product returned to it, even if Fresenius Kabi does not issue any credit for such Product.
- e. This Policy is subject to revision in whole or in part at any time by Fresenius Kabi. Fresenius Kabi may at its option provide notice of any change in this Policy but is not obligated to do so.
- f. Fresenius Kabi will issue all returned goods credits in accordance with the Policy in effect at the time Fresenius Kabi authorizes the return.
- g. To the extent this Policy conflicts with any applicable law, this Policy shall be deemed superseded by the applicable law.
- h. For questions or additional information about this Policy, please contact the **Customer Service Department**.