

This document outlines the U.S. brands of Allergan Limited (referred to herein as “Allergan”) terms and conditions of sale that shall govern all direct purchases made by Allergan customers. In the event of a conflict between this document and any subsequent individual written agreement between 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 reserves the right, without prior notification, to implement price changes and to limit purchases at any time. 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 reserves the right to limit quantities on all orders.

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. 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:

Allergan will pay for standard carriage to the customer’s ship-to location. Purchases made by, and shipped to, wholesalers and distributors shall be FOB Origin which shall mean that the title of goods sold, and risk of loss passes, to the customer upon delivery of the goods to a transportation provider. All other Purchase Orders shall be FOB destination. Allergan will not pay drayage at 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.

INCORRECT SHIPMENT OR SHORTAGE CLAIM POLICY:

Incorrect shipments or shortages may be eligible for credit at invoice price if occurrence was a result of an Allergan error prior to delivery of product to the transportation provider (e.g., Allergan pick error), as determined by Allergan. Incorrect shipments or shortages shall be reported to Allergan Customer Service upon delivery. Unless exceptions are clearly noted on the delivery receipt by the delivery agent, the entire shipment of products should be declined when there is an incorrect shipment. Include the following information in the claim:

- a. Name, address and Allergan customer number.
- b. Invoice number, date and dollar value.
- c. Description of incorrect shipment or shortage upon receipt of delivery.

BACKORDER POLICY:

Orders not shipped within 30 days are cancelled.