Terms and Conditions of Sale & Returns under MedicureDirect

1. General Information:

All orders are subject to approval by Medicure Inc. and its subsidiaries ("Medicure").

The MedicureDirect Program ("MedicureDirect") applies only to states within the continental U.S.

These terms are subject to change without advance notice to hospitals or pharmacies wishing to purchase Medicure's products ("Customers").

Orders are typically processed by Medicure within 1 business day.

Sales are made with the express understanding and agreement that the merchandise purchased is for the Customer's sole use and may not be commercially re-sold to any other entity or person.

2. Order Minimums

All orders must have a minimum of 30 units, which can be a combination of any formats offered through MedicureDirect.

3. Pricing

Orders will be invoiced at prices in effect at the time the order is received.

Medicure will determine the applicable contract pricing and provide an additional discount – please contact us for further information at ordering@medicure.com.
Medicure reserves the right to rebill a Customer if it determines the Customer was billed an incorrect price due to internal system errors.

Prices are subject to all applicable taxes, excises, or other charges levied by any government (national, state, or local) upon the sale of the products provided by MedicureDirect.

4. Payment Terms

Payment is due within 60 days of receipt of product.

Credit memos or rebates cannot be redeemed through MedicureDirect.

Changes in contract pricing post product delivery will not be honored through MedicureDirect.

Medicure reserves the right to hold orders on accounts with past due balances until such balances are resolved to Medicure's satisfaction.

5. Shipping

Medicure shall determine the route and carrier of all shipments.

When a Customer selects 2-day or overnight shipping, the shipping charges will be invoiced to the Customer. Fees for proof of delivery will be passed to the Customer.

All deliveries shall be made Freight on Board point of shipment, and the title to merchandise sold will pass to the Customer upon delivery to the carrier at the point of delivery.

6. Expiry Dating

All products carry expiration dates, which may be greater than or less than one year from the date of product shipment. Products shall not be used after the expiration date on the product label.

Medicure will determine the product lot to deliver. Medicure will not ship product with less than six (6) months shelf life ("Short Dated").

7. Warranty

Medicure products are all warranted to be true to label and to conform fully to the requirements of applicable federal laws and regulations at the time of shipment. Since Medicure cannot control the conditions under which drugs are administered, Medicure's guaranty relates solely to the identity and quality of ingredients used in the products at the time they are manufactured, and the care and skill exercised in their manufacture. Products should be administered according to the Prescribing Information and Medicure is not responsible for misuse of any product.

8. Returns

All Medicure products are eligible for return 6 months prior to expiration through 6 months after expiration ("Credit Eligible Product").

Credit Eligible Product is to be sent by the Customer directly to the following address for replacement (Note: Credit Eligible Product can be sent by a third-party reverse distributor on behalf of the Customer):

Medicure Order Fulfillment Center
15 Ingram Blvd. Dock 43
LaVergne, TN 37086

Prior to sending Credit Eligible Product to the Medicure Order Fulfillment Center, all product returns require pre-authorization from Medicure. Customers are to fill-out the Medicure Replacement Information Form and send via fax to the following department:

Medicure Order Fulfillment Center
Phone: 1-866-210-1128
Fax: 1-614-553-9260

Medicure will replace authorized returns with new product which will be sent directly to the Customer. All returns must comply with federal and state laws and regulations, including, but not limited to, the current Prescription Drug Marketing Act as modified and amended.

If the product for return is received by Medicure greater than 60 days from it return authorization issue date, no credit will be issued.

All returned product must be in original, unopened packages and in good condition.

To assure the issuance of replacement product, acceptance of the Credit Eligible Product will be subject to the following conditions:
- An itemized list, including the product and lot number, of the products must accompany the return.
- The shipping carton must bear the name and address of the sender. The sender will pre-pay the transportation charges.
- Products returned in a deteriorated condition due to improper storage, e.g. exposure to heat, cold, water, etc., will not be accepted for replacement.
- Products that have been involved in a fire, obtained in a sacrifice or bankruptcy sale, or returned by other than the original purchaser, will not be accepted for replacement.
- Products not accepted for credit will not be returned to the Customer, andwill be destroyed.
- Medicure sales representatives are not permitted to pick up merchandise from Customers for return.

9. Claims for Loss, Shortage, Breakage, Leakage or Other Damage in Shipments

If there is loss, shortage, or damage to the product in transit, the Customer should email ordering@medicure.com, and notify Medicure of the problem. Medicure will explain the process for returning the damaged product, and information that needs to be provided. Medicure will then determine if replacement product or credit will be provided.

Customer must notify Medicure of loss, shortage, or damage within 7 days of receipt in order to qualify for credit.

Customer agrees to cooperate fully with Medicure in their effort to establish a claim against the transportation company.

10. Customer Support and Product Complaint Contact Information

Questions on MedicureDirect can be sent to ordering@medicure.com. Product Complaints can be reported by calling 1-800-509-0544.