

Terms and Conditions Narcan® Nasal Spray at Public Interest Price for Hospital Emergency Department Discharge

(Please email or fax a signed copy of these Terms and Conditions)

Email: customerservice@adaptpharma.com Fax: 484.367.7815; or submit to DHCS with your application.

The undersigned (“Customer”) hereby acknowledges and agrees that NARCAN® Nasal Spray (Naloxone HCl) 4mg (the “Product”) made available by Adapt Pharma, Inc. (“Adapt Pharma”) to the Customer at the Public Interest Price is conditioned upon the Customer making the following certification. Customer hereby represents and warrants to Adapt Pharma and agrees that:

1. The Customer is a Hospital or Pharmacy that has received a grant for the purchase of the Product, or an entity that is purchasing the Product on behalf of a government entity or community members by acting as a naloxone distribution program or community based organization; provided, however, that none of the above described entities shall seek reimbursement for the Product. Notwithstanding the foregoing, the Customer shall be subject to Adapt Pharma’s final approval in its sole discretion.
2. The Customer shall only purchase, receive and use the Product in accordance with all applicable laws, rules and regulations. The Customer has presented to Adapt Pharma and/or DHCS a valid pharmacy license or standing order for purchase and use of the Product.
3. The Product purchased at the Public Interest Price may only be used for the purpose of Emergency Department Discharge, and may not be submitted for reimbursement of any type, including, without limitation, private pay, commercial, government authority, agency or otherwise.
4. The Product purchased at the Public Interest Price is not returnable or refundable.
5. Adapt Pharma shall have the right and is authorized to request information from the Customer and third parties to confirm Qualified Purchaser status and/or credit status prior to accepting an order, and the Customer shall fully cooperate.
6. Adapt Pharma reserves the right to audit the Customer to ensure the Product is used as outlined in the Terms and Conditions and as otherwise required by Adapt Pharma.
7. All orders are subject to acceptance by Adapt Pharma. Adapt Pharma may fulfill or refuse or otherwise limit orders at its sole discretion.
8. All of the information provided by the Qualified Purchaser is true, complete and accurate.
9. The foregoing may be in addition to further terms and conditions by Adapt Pharma and/or its third-party vendor related to the sale of the Product.
10. The Customer shall indemnify and hold harmless Adapt Pharma from and against any claims, actions, damages, liabilities and losses, including reasonable attorneys’ fees, which may directly or indirectly result from or relate to death, bodily injury or property damage from the use of the Product, or an act or omission of Customer, or a breach of any representation, warranty, covenant, or obligation of Customer.

11. Adapt Pharma makes no expressed or implied warranties with respect to the Product, including, without limitation, any warranty of merchantability, non-infringement or fitness for a particular purpose.

12. In no event shall Adapt Pharma be liable whether in contract or tort or otherwise, for any indirect, incidental consequential, or special damages or losses of any nature or for lost revenue, lost profits or lost business arising out of customer's purchases or the use of the product or Adapt Pharma's failure to deliver ordered product, even if advised of the possibility thereof. In no event shall Adapt Pharma's liability exceed the amount actually paid by the Customer for such order.

13. The Terms and Conditions and all communications, disputes and performance hereunder shall be governed by the laws of the State of Pennsylvania, without regard to conflict-of-laws principles. The United States District Court for the Eastern District of Pennsylvania and the courts of the Commonwealth of Pennsylvania shall have exclusive jurisdiction over any dispute that arises under the Terms and Conditions.

14. The Terms and Conditions constitute the entire agreement and understanding of the parties with respect to the subject matter hereof. No changes to the Terms and Conditions will be binding upon Adapt Pharma unless made in writing and signed by Adapt Pharma. Adapt Pharma reserves the right to modify the Terms and Conditions without notice.

15. Failure of Adapt Pharma to enforce a right does not waive it. If a court of competent jurisdiction finds that any provision of the Terms and Conditions is invalid or unenforceable, the other provisions of the Terms and Conditions will remain in full force and effect.

Please provide the address for where the units will be stored: _____

Please provide description of where the units will be stored in the hospital and how they will be kept separate from medication in which reimbursement will be sought: _____

Name of Authorized Representative

Name of Organization

Title

Type of Qualified Entity: **grant recipient acting as naloxone distribution program via
Emergency Department discharge**

Signature

Date