Terms and Conditions of Sale

Last Updated: January 23, 2026

These Terms and Conditions of Sale ("Terms") govern the sale of products by Scotiaderm Inc. ("Company," "we," "us," or "our") to the purchaser ("Customer" or "you"). By placing an order for any product, Customer agrees to be bound by these Terms.

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1. Products

The Company sells topical medical products regulated under applicable Canadian federal and provincial laws, including the Food and Drugs Act and its associated regulations. Products are intended for professional or commercial use only, as described in the Company's approved labeling and product documentation. Resale is strictly prohibited unless expressly authorized in writing by the Company.

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2. Orders

All orders are subject to acceptance by the Company. The Company reserves the right to refuse or cancel any order for any reason, including product availability, pricing errors, or regulatory considerations.

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3. Pricing

All prices are quoted in Canadian dollars unless otherwise stated and are exclusive of applicable taxes, duties, shipping, and handling fees. Prices are subject to change without notice prior to order acceptance.

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4. Payment Terms

Unless otherwise agreed in writing:

- Payment is due within thirty (30) days from the invoice date.
- Late payments may accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is less.
- Customer is responsible for all reasonable costs of collection incurred by the Company.

The Company reserves the right to require prepayment or modify credit terms at any time.

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5. Taxes

Customer is responsible for all applicable sales, use, value-added, or similar taxes, except for taxes based on the Company's net income. Tax exemption certificates must be provided prior to invoicing, if applicable.

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6. Shipping and Delivery

Shipping dates are estimates only. Title and risk of loss pass to Customer upon shipment from the Company's facility. The Company is not liable for delays caused by carriers or events beyond its reasonable control.

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7. Inspection and Acceptance

Customer must inspect products promptly upon receipt. Any claims for damaged, defective, or incorrect products must be made in writing within 15 business days of delivery. Failure to notify the Company within this period constitutes acceptance of the products, except for latent defects that could not reasonably have been discovered during initial inspection, which must be reported within 10 business days of discovery.

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8. Returns

Returns require prior written authorization from the Company. Authorized returns must be shipped within 30 days of authorization and must be unused, unopened, and in original packaging. Opened, used, expired, or altered products are not eligible for return under any circumstances. Restocking fees of up to 15% of the original purchase price may apply. Customer bears all costs of return shipping unless the return is due to Company error or product defect.

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9. Limited Warranty

The Company warrants that products will materially conform to the Company's published specifications at the time of shipment. This warranty is valid for 12 months from the date of shipment, unless otherwise stated.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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10. Intended Use, Regulatory Status, and Compliance

Products are topical medical products regulated under applicable Canadian federal and provincial laws, including the Food and Drugs Act and its associated regulations.

Products are intended for use only as described in the Company's approved labeling, instructions for use, and authorized promotional materials. Products are not intended to diagnose, treat, cure, or prevent disease except as permitted by their regulatory classification and authorized claims.

Customer acknowledges and agrees that:

- The Company makes no representations or claims beyond those authorized by applicable regulatory approvals, licences, or registrations.
- Products must not be used, marketed, promoted, distributed, or represented in any manner that is inconsistent with applicable laws, regulations, or approved labeling.
- Customer is solely responsible for ensuring that its use, storage, handling, and distribution of the products complies with all applicable laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA) and any applicable provincial privacy legislation, regulations, professional standards, and institutional policies.

The Company does not provide medical advice, clinical opinions, or patient-specific recommendations.

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11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, ARISING OUT OF OR RELATED TO THE PRODUCTS OR THESE TERMS.

THE COMPANY'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

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12. Indemnification

Customer agrees to indemnify, defend, and hold harmless the Company from any claims, damages, losses, or expenses arising from Customer's misuse of the products, failure to comply with applicable laws, or breach of these Terms.

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13. Confidentiality

Any non-public business, pricing, or product information disclosed by the Company is confidential and shall not be disclosed to third parties without prior written consent.

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14. Force Majeure

The Company shall not be liable for failure or delay in performance due to events beyond its reasonable control, including acts of God, labor disputes, supply shortages, regulatory actions, transportation delays, pandemic, epidemic, public health emergency, government-mandated shutdown, cyberattack, or utility failure.

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15. Governing Law

These Terms are governed by the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein, without regard to conflict of law principles. The parties agree that any dispute arising under these Terms shall be subject to the exclusive jurisdiction of the courts of Nova Scotia, and each party irrevocably submits to such jurisdiction. Prior to commencing litigation, the parties agree to attempt to resolve any dispute through good faith negotiation for a period of not less than 30 days.

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16. Entire Agreement

These Terms constitute the entire agreement between the parties regarding the sale of products and supersede all prior or contemporaneous agreements, representations, or understandings. Any additional or conflicting terms proposed by Customer are rejected unless expressly accepted in writing by the Company.

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17. Amendments

The Company may update these Terms from time to time. The Company will provide at least 30 days' written notice of material changes to these Terms. Updated Terms will apply to orders placed after the effective date of the revision.

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18. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. Contact Information

Questions regarding these Terms should be directed to:

Scotiaderm Inc.
910 Church St, Port Williams, NS, B0P 1T0
sales@scotiaderm.com

Schedule A – Standard Order Form

ORDER FORM

This Order Form is issued pursuant to and governed by the Company's Terms and Conditions of Sale (the "Terms"). Capitalized terms not defined herein have the meanings set out in the Terms. In the event of a conflict, the Terms shall prevail over any purchaser documentation, including purchase orders.

Scotiaderm Inc.

910 Church St
Port Williams, NS, B0P 1T0
(902)698-8373
info@scotiaderm.com
www.scotiaderm.ca

SALES ORDER

DATE: _____

SALES ORDER NO.: _____

VENDOR INFORMATION

VENDOR NAME	SALES PERSON
Scotiaderm Inc.	**Devan Pancura**
ADDRESS	
910 Church St, Port Williams, NS, B0P 1T0	
CONTACT NO.	EMAIL ADDRESS
(902)233-7534	**Devan@scotiaderm.com**

CUSTOMER INFORMATION

CUSTOMER NAME	CONTACT PERSON
ADDRESS	
CONTACT NO.	EMAIL ADDRESS

Item No.	Details	Unit	Quantity	Unit Price	Total
1)	Dermategrity Barrier Cream	1		15.00	

Additional Notes:

Payment terms: Net 30

Subtotal	**0.00**
Taxes (%)	0.00
Shipping	0.00
Total	**0.00**

Authorized By

<Name of Authorized Signatory>
<Title>