



TERMS AND CONDITIONS

QK Healthcare Inc., (“Seller”) appreciates the opportunity to serve your business needs as our Customer. For your convenience, our conditions of sale are set forth below.

1. All claims for damages, shortages, shipping errors and other alleged failures to conform to Customer’s order must be made in writing by Customer within 2 business days after Customer’s receipt of goods. Customer’s failure to comply with the foregoing constitutes a waiver by Customer of any such claim.
2. All returns must be pre-approved by Seller. Seller will not accept the return of any product unless the returned product is the very product that Customer purchased from Seller and both the NDC and lot numbers of the returned product exactly match the NDC and lot numbers of the product that Seller sold to Customer. All items for return must be stored and transported within the acceptable temperature range as specified on product labeling. Any return for a reason other than Seller’s error will be subject to a 30% handling charge. No term discounts will be allowed for returned merchandise. All items sold as part of a promotion are non-returnable and all sales thereof are final.
3. Terms are NET 30 DAYS unless different terms are otherwise required by Seller. Any unpaid balance shall accrue a monthly interest charge following its payment due date at the annual rate of 10%. In the event that an attorney is employed by the Seller to collect all or any portion of the unpaid balance, Customer agrees to pay Seller’s reasonable attorneys’ fees and costs of collection, whether or not a suit is commenced.
4. Customer represents and covenants that it does not offer controlled substances for sale to any customers on any website unless such customers possess a current DEA registration and state license permitting such customers to purchase controlled substances and that it will not do so in the future without meeting this criterion for as long as Customer remains a customer of Seller.
5. Acceptance by Customer of Seller’s goods shall constitute a firm contract on all the terms and conditions set forth herein. Inconsistent terms contained in any purchase order or other documents are expressly rejected and shall not become a part of any contract between Customer and Seller unless embodied in a writing signed by the Seller. The contract between Customer and Seller that embodies these terms shall be governed by and construed according to the internal laws of the State of New York.
6. Customer acknowledges and agrees that all pricing and inventory information provided by Customer constitutes confidential and proprietary information that Customer shall keep in the strictest confidence. Customer will not share such information with any third parties including without limitation other wholesalers, manufacturers or retailers.

7. Customer is responsible for notifying Seller within 30 days in the event there are any changes in ownership, any change in license status, any license expiration, lapse in effectiveness or license modification, and any additions or substitutions of pharmacists in charge.
8. Customer acknowledges that a) orders placed after 5pm EST may not ship until the following business day, and b) that C-II items may be purchased using the QKRX website, if customer has a valid CSOS signing certificate issued by the DEA and a valid DEA registration. Otherwise, a 222 form must be mailed in; please contact your representative for an instruction sheet on 222 mailings.
9. Customer understands and agrees that from time-to-time Seller will extend offers to Customer, and Seller shall transmit such offers by way of facsimile to the Customer's fax number set forth on the Application for Credit, or by electronic mail to the email address set forth on the Application for Credit. The recipient of the fax or email may request that no future faxes or electronic mail be sent, and failure of Seller to comply with this request within thirty (30) days is unlawful. To Opt-Out of receiving these faxes or emails, Customer may notify Seller by facsimile at: (631) 439-2218 or by telephone at (631) 439-2097, or toll-free at (855)742-7679, or email to service@qkrx.com
10. Customer acknowledges that items known by Seller to be in short supply will be priced accordingly and allocated based on past purchase history, among other factors. Consequently, quantity and/or price are subject to change at any time in Seller's sole discretion.