

**BAXTER HEALTHCARE LIMITED STANDARD TERMS AND CONDITIONS OF SALE  
PRODUCTS AND SERVICES  
HONG KONG & MACAU**

Effective 30 May 2022

**1. OPERATION OF THESE TERMS**

- 1.1 These Terms apply to Orders made by Customers directly to Baxter and do not apply to Orders for Products or Services placed by Customers through distributors. Where other contractual arrangements are in place between the Customer and Baxter, these Terms apply to the extent not inconsistent with those contractual arrangements.
- 1.2 No modification, amendment or replacement of these Terms is effected by or results from the receipt, acceptance, signing or other acknowledgement by Baxter of any purchase order, confirmation, invoice, shipping document or other business form issued by the Customer in response to or in connection with the sale of any Product or Service (irrespective of what may be stated in such document). If any terms are proposed by a Customer, those terms are deemed void and of no effect and Baxter is deemed, by delivering a Product or Service, to have made a counteroffer to sell that to the Customer subject only to these Terms. By accepting delivery of the Product or Service, the Customer accepts that counteroffer.

**2. ORDERING**

- 2.1 The supply of a Product or Service by Baxter to a Customer is initiated by an order in writing signed (either physical or electronic) by a person authorized by the Customer, unless:
  - a) the order is made using Hospital Authority electronic ordering system; or
  - b) for non-pharmaceutical Product, the Customer has a current account with Baxter, in which case an order may be placed by phone or email in accordance with the account terms. (each an "Order")For enquiries about establishing an account or for any Product or Service, please phone: +852 2807 8500.
- 2.2 Any Order must comply with these Terms (including, without limitation, allowing for relevant lead-times prior to delivery). At a minimum, any Order must specify the Customer's purchase order number, place for delivery of the Product or Service and a contact name and phone number. Where an Order is in writing, it may be sent by facsimile to: +852 2807 8596.
- 2.3 Any Orders, whether based upon quotations or not, are subject to acceptance by Baxter, in writing or by performance.
- 2.4 Baxter reserves the right to accept any Order in whole or in part or to decline any Order. Where Baxter makes a part delivery in respect of any Order, each such delivery constitutes a separate sale. Delivery details including quantity of Products or relevant Services supplied by Baxter are confirmed in Baxter's invoice or, where applicable, the delivery note / POD accompanying the Product or Service.
- 2.5 If Baxter advises the Customer that it will be unable to deliver any or all of the Products or Services the subject of an Order then, upon receipt of such notice by the Customer, any contractual obligation of Baxter in respect of such Product or Service is terminated without any liability of Baxter.
- 2.6 By placing an Order, the Customer acknowledges and warrants it is entitled to purchase any Products or Services the subject of that Order in accordance with any applicable legislation, statute or regulation, and the Customer undertakes to indemnify Baxter in relation to any action, loss or proceeding which may be brought against Baxter as a result of a breach of this warranty.

**3. DELIVERY LEAD TIMES**

- 3.1 Delivery Lead Times for Orders placed will vary, depending on the type and quantity of Product or Service, the time at which the Order is placed and the delivery location. Delivery Lead Times are as indicated in Schedule 1 in the absence of a Delivery Plan. Products that are, or are dependent on, indented products will be supplied consistent with lead times communicated to Baxter by the supplier.
- 3.2 The Customer may request Special Orders. Baxter will use commercially reasonable endeavour to give priority to Special Orders and will aim to dispatch them to the Customer as soon as possible.
- 3.3 Delivery requirements for non-standard Products required by the Customer will be agreed between the parties.

**4. DELIVERY TERMS**

- 4.1 Subject to clauses 4.2 or the terms of any Order, Products will be delivered to the Customer's premises (or, where relevant, to the premises of a Home Patient). Unless otherwise agreed, Baxter will select the mode and route of shipment of the Products. Any specification of delivery time is indicative only. Provision of an ATL enables Baxter to leave Product without inspection by or any need for a signature from the Customer or a Home Patient.
- 4.2 The Customer must accept delivery of all Products the subject of an Order placed by it. Any additional costs incurred by Baxter as a result of a Customer's failure to accept delivery of any Product in accordance with an Order will be a debt due and payable by the Customer to Baxter.
- 4.3 For the avoidance of doubt, Products may be sold and delivered in the course of providing a Service. Unless otherwise expressly provided by an Order as accepted by Baxter, Baxter may change or modify any specifications and substitute materials, equipment or Personnel used in the provision of a Service from time to time, with or without notice to the Customer.

## 5. RISK & TITLE IN PRODUCTS

- 5.1 Risk in the Product passes to the Customer upon delivery by Baxter.
- 5.2 Title in the Product passes to the Customer when Baxter has received (in cash or cleared funds) the price for the Product in full together with any additional charges as set out in the relevant invoice and any interest due.
- 5.3 The Customer will be deemed to have accepted the Products as delivered unless it has notified Baxter in accordance with clause 8 that the Products are defective or otherwise do not match the Order given by the Customer to Baxter.

## 6. PAYMENT TERMS

- 6.1 Products will be invoiced on dispatch and Services on commencement, or (in either case) at any later time determined by Baxter. Payment must be made to Baxter by a Customer in Hong Kong and Macau, within 30 days following the date of invoice, unless otherwise agreed by both Parties. Subject to clause 6.3, payment must be made to Baxter without set-off or deduction of any kind.
- 6.2 In the event of payment in full not being received within 7 days of the due date, all amounts then owing to Baxter may be declared by Baxter to be and upon such notice to the Customer will become immediately due and payable. Irrespective of whether Baxter makes any such declaration, Baxter reserves the right to charge the Customer interest on all overdue amounts, calculated on a daily basis from the due date for payment to the actual date of payment.
- 6.3 Any queries due to perceived discrepancies or errors in an invoice must be made by the Customer to Baxter in writing within 14 days of the date of invoice to ensure eligibility for a credit. Should any such issues remain unresolved on the due date for payment of the invoice, the Purchaser must pay the undisputed portion of the invoice.

## 7. PRICING

- 7.1 Unless otherwise agreed in writing, Products or Services will be invoiced in accordance with Baxter's prevailing price lists on Baxter's quotation or sales contract applicable at the time that Baxter generates the relevant Order or delivery note / POD to accompany the Product or Service on its system.
- 7.2 The Prices and specifications of Products or Services are subject to change without notice.

## 8. RETURN OF PRODUCTS FOR CREDIT

- 8.1 Subject to clauses 8.2, 8.3 and 8.4, Baxter will accept return of Products for credit in circumstances where:
  - a) the Product was delivered in error by Baxter;
  - b) the Product was damaged in transit and the damage is patent from a visual inspection – the damage must be noted on the Customer's copy of the delivery documentation and countersigned by the delivery driver; or
  - c) the Product is defective and the Customer has notified Baxter within 2 Business Days of inspection in accordance with clause 9.
- 8.2 Baxter will only accept return of Products for credit if the Customer initiate a return request in writing through email or facsimile with indication of product name, quantity, batch and reason of return. Upon receiving the return request, Baxter will arrange pick up of the Product if the request is deemed to be reasonable. By provision of an ATL, the Customer waives any right to return a Product for credit under clause 8.1(b).
- 8.3 Without limitation, Baxter **will not accept** return of a Product for credit where the Product:
  - a) subject only to clause 8.1(b), is returned in packaging that is damaged, written upon or otherwise marked and/or is in an unsalable condition;
  - b) is returned more than 7 Business Days after delivery;
  - c) subject to clause 8.1(a) & 8.1(c), is returned in opened/crushed packages/cartons or broken seal;
  - d) is expired;
  - e) is non-standard or has been made or labelled to a specific Order;
  - f) has had patient contact or has been delivered to a Home Patient environment (unless the damage or defect is attributable to Baxter); or
  - g) evidences damage or with hand-writing
  - h) the cold chain and temperature record during possession of Customer cannot be provided;
  - i) or where any other requirement in this clause 8 has not been satisfied.
- 8.4 The credit of any amount to the Customer's account is conditional upon a Baxter Quality Assurance representative having inspected all Products returned to authorise, in their discretion, such return as being defective or contaminated Products entitling the Customer to a credit.

## 9. INSPECTION AND PROOF OF DELIVERY

- 9.1 The Customer must inspect each Product:
  - a) for damage that is patent from a visual inspection, immediately upon receipt; and
  - b) for any other defect immediately upon opening of the packaging in which that Product was delivered.

Thereafter quantity, description, date, time and place of delivery of the Product as indicated on Baxter's invoice or delivery docket or copies thereof shall be conclusive evidence of quantity, description, date, time and place of delivery of the Product.

9.2 Requests by the Customer for proof of delivery will only be accepted by Baxter within 30 days from the date of Baxter's invoice, and proof of the delivery shall constitute proof of the total delivery indicated on Baxter's delivery documents.

## 10. WARRANTIES

10.1 Subject to clause 10.2, Baxter warrants that:

- a) all Products supplied to the Customer under these Terms:
  - (i) comply with the Order for those Products;
  - (ii) are of merchantable quality;
  - (iii) are free from defects in material or manufacturing; and
  - (iv) will be supplied free from all encumbrances.
- b) in delivering Services under these Terms, Baxter will at all times:
  - (i) exercise due care, skill, attention and diligence and will employ techniques of a reasonable standard in accordance with good industry practice;
  - (ii) ensure that every person used by Baxter is competent and appropriately qualified; and
  - (iii) comply with all laws applicable to Baxter; and
- c) it will keep up to date and accurate records in relation to Products and Services provided by Baxter pursuant to these Terms.

10.2 Where a Product (such as equipment) is supplied, but not manufactured, by Baxter, the warranties in clause 10.1 do not apply to that supply; however, its manufacturer may warrant that Product.

10.3 To the maximum extent permitted by law, Baxter makes no express (except as set out in these Terms) and excludes all implied (whether by common law, statute or otherwise) representations, warranties, terms, conditions and guarantees of any kind whatsoever. Baxter is not liable to any person, including any Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, under or in connection with these Terms, any Order or the supply of any Product or Service, for any proximate, incidental, indirect, special or consequential loss, liability, expense, cost, damage or claim, even if Baxter has been advised of, or should have reasonably contemplated, the possibility of such loss, liability, expense, cost, damage or claim, or for any loss of sales, revenue, profits, goodwill or opportunity.

10.4 Subject to clauses 10.3, 10.5 and 10.6, but otherwise to the maximum extent permitted by law, Baxter's:

- a) liability pursuant to or for:
  - (i) any representation, warranty, term, condition or guarantee expressed or implied in these Terms; and
  - (ii) any other rights or remedies of a Customer or any third party claiming through that Customer, shall be limited, at Baxter's option, to (1) replacement of the Products or resupply of the Services (or supply of equivalent products or services); or (2) repair of the Products; or (3) payment of the cost of replacing the Products or resupplying the Services (or acquiring equivalent products or services); or (4) payment of the cost of having the Products repaired or Services made good; and
- b) Baxter's total maximum liability under or in connection with these Terms, any Order or supply of any Product or Service, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, is limited to the amount paid by the Customer to Baxter under the relevant Order.

10.5 Notwithstanding any other provision of these Terms, the liability of Baxter for any loss, liability, expense, cost, damage or claim sustained, incurred or suffered by the Customer is reduced to the extent that such loss, liability, expense, cost, damage or claim is contributed to or caused by any breach of contract, negligent act or omission, unlawful conduct or other misconduct by the Customer or its Personnel.

10.6 The Customer must use reasonable efforts promptly to mitigate any loss, liability, expense, cost, damage or claim that is likely to be, or is actually, sustained, incurred or suffered by the Customer.

## 11. CUSTOMER OBLIGATIONS

11.1 The Customer is solely responsible for the proper use and administration of all Products, including the decision to use them. Nothing in these Terms implies that Baxter is in any way responsible for:

- a) ensuring the appropriateness or correctness of the clinically prescribed dosage or product specifications of any Products, or
- b) the medical management of any patients.

11.2 Where an Order involves Product or Services for a Home Patient, the Customer is responsible for the complete management of the Home Patient, including responsibility for ensuring that the Home Patient or the Home Patient's legal caregiver:

- a) is trained on the proper use, storage requirements and care of any Product and any other materials and equipment provided by or at the request of the Customer for use in conjunction with that Product or related therapy; and

- b) is trained on the proper procedures and methods for administration of the Product (as relevant) using materials and equipment provided by or at the request of the Customer.

11.3 Where an Order is for Services that include training, installation, maintenance or patient support, the Customer:

- a) acknowledges that the Services only involve technical instruction in support of appropriate use of a Product or any related equipment and in no circumstances constitute provision of advice of a professional, medical or clinical nature; and
- b) confirms that any Baxter Personnel involved in patient training will, unless otherwise agreed by Baxter, be accompanied by a healthcare professional (or other officer of the Customer approved by Baxter) for purposes of delivering technical Product training.

11.4 Baxter is not required to specify or charge a price for these Terms to apply to any Products or Services provided by it.

11.5 Where delivery of a Service requires access by Baxter's Personnel at a Customer's site or at any other premises, the Customer must afford those Personnel free and unrestricted access and support at all relevant times to enable provision of the Service (including, where relevant, workspace, information, security clearance or accompaniment, technical aid and use of facilities required for providing the Services) free of charge. The Customer must also ensure that all necessary workplace health, safety and environment and other precautionary measures are taken to protect those Personnel in the discharge of the Service.

## 12. PHARMACOVIGILANCE

12.1 If the Customer receives any reports related to an Adverse Event and Safety Information in respect of the product, it must forward the unassessed case information (source documents) to Baxter in accordance with this clause within 1 Business Day but no more than 3 calendar days, if received before a weekend or holiday of Customer's Awareness Day. Baxter will endeavour to acknowledge receipt within 3 Business Days. If the Customer fails to receive acknowledgement of receipt from Baxter within 3 Business Days, the Customer must resend the information (source documents) with a request for acknowledgement of receipt by Baxter.

12.2 Notice to Baxter in relation to Safety Data Exchange is to be made to:

Pharmacovigilance Department

Telephone: +852 2807 8500

Facsimile: +852 2807 8596

Email: [hongkong\\_patientsafety@baxter.com](mailto:hongkong_patientsafety@baxter.com)

Address: Suite 2701-3, 27/F Oxford House, Taikoo Place, 979 King's Road, Island East, Hong Kong

## 13. HANDLING PRODUCT COMPLAINTS

If the Customer aware of a potential product complaint related to Baxter product, please send notification of the event to Baxter via mailbox: [HongKong\\_QA@Baxter.com](mailto:HongKong_QA@Baxter.com) within 1 business day and no more than 3 calendar days if the event falls under a weekend or holiday.

## 14. CONFIDENTIAL INFORMATION

14.1 The Customer must not use Confidential Information for any purpose not contemplated by these Terms in conjunction with an Order.

14.2 The Customer must not disclose any Confidential Information except:

- a) to personnel within its organization or other third parties, such as consultants, who need that access in order to perform their duties and who receive it under obligations of confidentiality;
- b) if the Customer is required to do so by law or by a stock exchange; or
- c) if the Customer is required to do so in connection with legal proceedings relating to the Products or Services, or any related contractual arrangements with Baxter.

14.3 The Customer will be responsible for any breach of these confidentiality obligations by its Personnel or any third parties to which it makes disclosure under clause 14.2 a), as if any such breach was a breach by the Customer itself.

14.4 Until otherwise agreed by Baxter in writing, any information disclosed to Baxter during discussions regarding an Order or otherwise is disclosed by the Customer on a non-confidential basis and Baxter does not accept on a confidential basis any information, suggestion or idea belonging to the Customer. Baxter will have no liability to the Customer should it disclose any such information, suggestion or idea, except liability for infringement of any valid patent that may be issued in respect of that material.

## 15. DISPUTE RESOLUTION

15.1 If a dispute arises between the parties in connection with a contract incorporating these Terms or any Order, the parties undertake in good faith to use all reasonable endeavours to settle the dispute by way of good faith negotiation (including by escalating the dispute to executive level) before resorting to any other remedy.

15.2 If the dispute cannot be resolved at meetings between the parties' representatives within 30 calendar days upon escalation, either party may require that the dispute is referred to mediation. The mediator shall then be agreed between the parties.

- 15.3 Each party will bear its own respective legal costs (as between solicitor and client) incurred in any enforcement or attempted enforcement of its rights, remedies or powers under these Terms, including through the referral of any dispute under these Terms to mediation.
- 15.4 It is a condition precedent to commencement of any litigation proceedings by a party in respect of any such dispute that the party has complied fully with the resolution process under this clause 15, except where the dispute is in relation to a non-payment of monies due or:
- the party seeks urgent interlocutory, injunctive or declaratory relief in respect of the dispute; or
  - the other party has failed to observe the requirements of this clause and the party seeks to enforce compliance with this resolution process as regards that dispute.

## 16. INDEMNITY

The Customer indemnifies and must hold harmless Baxter, its Affiliates, and its and their Personnel against any and all cost, expense, damage, judgment, liability or loss (including consequential loss, loss of profit and loss of expected profit) incurred directly or indirectly as a result of or in connection with any claim, demand or cause of action asserted or brought by a third party in relation to or arising from any breach of contract, negligent act or omission, unlawful conduct or other misconduct by the Customer or its Personnel relating to any contract incorporating these Terms or any Order or otherwise relating to the Products or Services.

## 17. APPLICABLE LAW

This Agreement shall in all respects be governed by and construed in accordance with the laws of Hong Kong.

## 18. FORCE MAJEURE

Neither party shall be liable for any failure or delay or default in performance of the obligations (except payments of amounts due) to the extent that is caused by events or conditions beyond its reasonable control, including acts of God such as floods, fire and earthquakes, government restrictions, wars, insurrections and industry-wide strikes. In the event of any such event or condition, the party whose performance is excused will notify the other party as soon as practicable and will make diligent efforts to perform its obligations at its earliest opportunity.

## 19. GENERAL

- 19.1 (**notices**) Notices, consents and other communications in connection with a contract formed under these Terms must be in writing and hand-delivered, e-mailed, faxed or sent by pre-paid post to the other party's representative identified by an Order if not otherwise stipulated by these Terms. Notices are given and take effect as follows:
- by hand-delivery – at the time the delivery is made;
  - by e-mail – upon receipt (and, for Baxter when sent to hongkong\_tender@baxter.com);
  - by fax – upon receipt (and, for Baxter, when to the relevant fax number specified in clause 2.2); and
  - by pre-paid post – three Business Days after posting.
- If a communication is given:
- after 5.00pm in the place of receipt; or
  - on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,
- it is taken as having been given at 9.00am on the next day which is not a Saturday, Sunday or bank or public holiday in that place. The electronic communications system used by Baxter will serve as sole proof for the content and time of delivery and receipt of any electronic communications.
- 19.2 (**assignment**) The Customer is not entitled to assign any contract under these Terms or any part of that without the prior written consent of Baxter.
- 19.3 (**no exclusivity**) The relationship between the parties is not one of exclusivity.
- 19.4 (**waiver/amendment**) Baxter may from time to time alter these Terms as it reasonably determines necessary and post those amended terms and conditions to its website. Such alteration will not affect any Order that Baxter has accepted from the Customer prior to the alteration. Subject to clause 1.1, the provisions of these Terms may only be amended by an agreement of the parties in writing which specifically refers to this clause. Any variation to these Terms or representations about the Products or Services that does not satisfy this clause 19.4 shall have no effect. A waiver of rights under these Terms shall only be effective if given in writing to the other party and specifically referring to this clause 19.4.
- 19.5 (**exercise of rights**) Baxter may exercise a right, remedy or power in any way it considers appropriate. If Baxter does not exercise a right, remedy or power at any time, this does not mean that Baxter cannot exercise it later.
- 19.6 (**survival**) Any provision of these Terms survives the expiry, cancellation or termination of any contract arising under or incorporating them, if required to give effect to it.
- 19.7 (**severability**) If the whole or any part of a provision of these Terms is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of these Terms has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these Terms or is contrary to public policy.



- 19.8 (**no partnership**) Nothing contained or implied in these Terms or any contract arising under or incorporating them will create a joint venture, partnership or principal and agency relationship between the parties and neither party will represent that it is the joint venturer, the partner, principal or the agent of the other party and neither party will have power to bind or obligate the other party in any manner whatsoever.
- 19.9 (**construction**) No rule of construction applies to the disadvantage of Baxter because Baxter was responsible for the preparation of, or seeks to rely on, these Terms or any part of them.

## 20. DEFINITIONS & INTERPRETATION

In these Terms, the following words have the following meanings:

- 20.1 **“Adverse Event” (“AE”)** means any untoward medical occurrence in a patient or animal administered a medicinal product and which does not necessarily have to have a causal relationship with this treatment. An AE can therefore be any unfavorable and unintended sign (e.g., an abnormal laboratory finding), symptom (e.g., rash, pain, discomfort, fever, dizziness), disease (e.g., peritonitis, bacteremia) or outcome of death temporally associated with the use of a medicinal product, whether or not considered related to this medicinal/therapeutic product.
- 20.2 **“Awareness Date”** means the first date (according to the receiving party's time zone) that either Party or either Party's agent first becomes aware of information on an AE that is reported with the use of the Product and meets the Minimum Criteria for reporting. The Awareness Date shall be counted as day zero (0) for safety data exchange and regulatory reporting purposes.
- 20.3 **“ATL”** means an authority to leave provided by the Customer or Home Patient to Baxter in writing authorizing Baxter to leave Product at a Customer's premises or at the Home Patient's premises, or a location under its or their control (as relevant);
- 20.4 **“Baxter”** means, in Hong Kong and Macau, Baxter Healthcare Ltd., with its office address at Suites 2701-3, 27/F Oxford House, Taikoo Place, 979 King's Road, Island East, Hong Kong;
- 20.5 **“Business Day”** means a day that is not a Sunday or public holiday in the jurisdiction from which the Products will be dispatched or Services provided by Baxter;
- 20.6 **“Customer”** means any party placing an Order under these Terms;
- 20.7 **“Confidential Information”** all confidential, non-public or proprietary information, regardless of how the information is stored or delivered, exchanged between the parties and relating to Baxter's business, technology or other affairs and includes any pricing arrangements or discounts discussed or agreed by the parties or information which is otherwise obtained by the Customer and which is by its nature confidential or the Customer knows (or ought to know) is confidential, but does not include information that is:
- in or enters the public domain through no fault of the Customer or any of its Personnel;
  - received by the Customer from a third-party who had a legal right to provide it; or
  - was developed by the Customer independently of Baxter or any of its Personnel;
- 20.8 **“Delivery Lead Times”** means the lead times referred to in these Terms or in any Delivery Plan;
- 20.9 **“Delivery Plan”** means a document recording scheduled delivery dates or other timing arrangements in respect of an agreed range of Products, as provided by Baxter to the Customer;
- 20.10 **“Dollars” or “\$”** means legal tender in the jurisdiction from which the Products will be dispatched or in which the Services will be delivered by Baxter;
- 20.11 **“Home Patient”** means a patient who is treated by the Customer and/or administers products prescribed by the Customer at the patient's place of residence;
- 20.12 **“Order”** has the meaning given by clauses 2.1 and 2.2;
- 20.13 **“Personnel”** of a party includes an employee, servant, agent, officer or director of that party;
- 20.14 **“POD”** means a proof of delivery document, in physical or electronic format, generated by a person delivering the Products the subject of an Order on behalf of Baxter;
- 20.15 **“Price”** means the price for each Product sold or Service provided to a Customer under these Terms;
- 20.16 **“Product”** means products manufactured or distributed by Baxter and supplied under these Terms;
- 20.17 **“Product complaint”** means any written, electronic, or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness, or performance of a Baxter product after it is released for distribution. A product complaint includes any indication of the failure of a Baxter product to meet customer expectations for quality or to meet performance specifications. A product complaint may involve the possible failure of the product itself, its packaging, or its labelling (i.e., product label, package insert, or any instructions for use). The product complaint need not be confirmed by the manufacturer to be considered a product complaint. Any request for service other than routine and/or scheduled maintenance, installation, calibration, or adjustment must be documented as a product complaint. Requests for service due to rapid deterioration of parts/components before their expected use life, unusual problems, unusual maintenance, and/or development of hazardous conditions should be classified as product complaints;
- 20.18 **“Safety Information”** means (a) drug AEs; (b) medication abuse or misuse; (c) medication overdose, whether accidental or intentional; (d) medication errors; (e) off-label Product use; (f) occupational exposure; (g) reports of unexpected therapeutic or clinical benefit from use of the Product; (h) exposure to the Product during pregnancy, intrauterine exposure,

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lactation exposure and/or paternal exposure irrespective if there is an AE; (i) any failure of expected pharmacological action; (j) interactions such as drug-drug interactions or drug-food interactions; (k) inadvertent or accidental therapeutic product exposure or (l) reports of suspected transmission of an infectious agent via the Product.

- 20.19 **“Service”** means any service offered by Baxter to or for the benefit of a Customer as specified in an Order (other than the delivery and return of Products as otherwise covered by these Terms);
- 20.20 **“Special Orders”** means Orders which do not meet the Delivery Lead Times or are not otherwise placed in accordance with clause 3.1, are required on an urgent basis

#### **SCHEDULE 1: DELIVERY LEAD TIMES**

##### **DELIVERY LEAD TIMES for HONG KONG**

- (a) Orders received before 4:00pm on any Business Day for any Products will be dispatched the next Business Day;
- (b) Orders received after 4:00pm on any Business Day for any Products will be dispatched on the next two (2) Business Day;
- (c) Orders received other than in accordance with paragraphs (a) or (b) will be subjected to Baxter's discretion.