

GlaxoSmithKline Consumer Healthcare, L.P. Price List

TERMS OF SALE: Standard terms of sale are 2% 22 net 23 days from invoice date, cash in bank. Electronic Fund Transfer (EFT) terms of sale are 2% 22 days from invoice date. Cash discount is calculated on the net amount of the invoice after allowances. All freight prepaid, D.A.P. (Delivered at Place). Anticipation or similar charges at time of payment or on a post audit basis will not be permitted. All unearned cash discounts will be charged back to the trade account.

TAX EXEMPTION: Customers must provide GSK a current Tax Resale Certificate or Uniform Sales & Use Tax Certificate upon request to do direct business.

ORDER / SHIPMENTS: All orders are subject to acceptance by GSKCH. All orders are shipped and billed in full case quantities. Minimum orders to be accepted are \$5,000 and an average Bill of Lading (BOL) weight of 1,000 pounds per order is required for direct customers.

FREIGHT: Carrier will always be designated by GSKCH. Unloading and other accessorial freight charges incurred during delivery are the responsibility of the consignee. All shipments made and acceptance thereof must be on the basis of the foregoing prices, terms and conditions and no other. No penalty charges will be accepted.

RETURNS: All returns must be pre-approved by GSKCH Customer Service at (800) 743-4014, within 20 days of receipt. Unauthorized returned goods will be refused by GSKCH.

PRODUCT: Retailer agrees by acceptance of goods that all product will be sold in a lawful manner in accordance with all applicable federal, state and local government regulations.

UNSALEABLES: Retailer agrees to abide by the GSKCH unsaleable policy. Only the following conditions will be considered unsaleable product: (1) unlabeled or mislabeled, (2) improperly sealed product, (3) over/short weight or partially filled, (4) broken glass/leakers, (5) moldy, soiled, stained or sticky package, (6) crushed, dented or collapsed product, (7) manufacturer withdrawal/discontinued, (8) outdated product in the absence of trade neglect.

OVER, SHORT & DAMAGED: Merchandise arriving in damaged condition should be refused. Shortage and damage claims must be supported by a delivery receipt indicating the item number, number of cases short or refused and signed by the receiver. Concealed damage claims must be supported by a carrier inspection report.

DEFAULT: GSKCH may consider your account to be in default if any provision of our conditions of sale are violated, including but not limited to (1) repayment on demand of any deduction deemed invalid or unauthorized, (2) failure to make timely payments, (3) the assignment of any property for the benefit of creditors, (4) you become insolvent or go into bankruptcy, receivership or any similar situation, or (5) GSKCH has a reason to believe the account is being used in conjunction with any fraudulent activity.

PRICE CHANGE NOTIFICATION: GSKCH will provide the trade 60 days notice prior to a price increase. There will be no price protection on any price change.

NICORETTE AND NICODERM CQ: These skus are not for sale to those under 18 years of age. PROOF OF AGE IS REQUIRED. Not for sale in vending machines or from any source where proof of age cannot be verified.

GSK Associates are required to comply with all applicable anti-trust laws and company policies. While GSK associates may make recommendations concerning pricing, promotion, shelving and distribution, all decisions are at the sole discretion of the retailer.

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