AQUA PHARMA

Issued: 01St, April 2025
Language: English

TERMS AND CONDITIONS OF SALE

1. INTRODUCTION AND DEFINITION

These terms and conditions ("Terms") apply to all sales of Products and all Services provided by Aqua Pharma Group and its affiliates (the "Supplier") to the customer (the "Customer"), unless otherwise specified in writing.
The order prepared by the Customer and confirmed by the Supplier (the "Order") and the present Terms form together the whole agreement between Supplier and Customer (the "Contract").
These Terms supersede any general terms and conditions provided by the Customer, regardless of when such terms are submitted. They also apply to all future transactions between the Supplier and the Customer.
The Supplier has made these Terms available to the Customer prior to the conclusion of the sale, allowing the Customer the opportunity to review and acknowledge them. By placing an order, the Customer accepts these Terms, which take precedence over any other promotional materials, catalogs, or informational documents provided by the Supplier.
No modifications to these Terms will be permitted unless mutually agreed upon in writing by both parties. In the event of contradiction between the content of these Terms and the Order, the Terms will prevail, unless these have been amended in the Order with specific reference to the relevant section in the Terms.
Both the Supplier and the Customer agree to use electronic communication, including email, for formalizing transactions, such as exchanging offers, orders, and acceptance of contracts.
References to "party" refer to either the Customer or the Supplier (or both, as applicable).

2. SCOPE

These Terms cover the sale of pharmaceutical and therapeutic products for aquaculture, including, but not limited to: disinfectants, disease treatments for fish and shrimp, and other aquatic health solutions (the "Products"). Additionally, they encompass specialized technical and consulting services designed to support Customers in achieving optimal results in aquatic health management (the "Services").

3. ORDER

Customers are encouraged to provide forecasts of their anticipated Product and Service needs. However, such forecasts are non-binding and will not be considered confirmed Orders. The Supplier will not hold the Customer liable for these forecasts.
To place an Order, Customers must provide a purchase order number (PON) or equivalent written documentation. Orders for Products, Services, or a combination thereof will not be confirmed until this documentation is received. Once confirmed, the Supplier will make reasonable efforts to meet the requested delivery timelines. The standard lead time for Products is minimum 4 weeks from the first business day following the receipt of the confirmed order; however, availability cannot be always guaranteed. Lead times for Services may vary depending on the scope and complexity of the requested Service and will be communicated upon confirmation.
After the Product is used or the Service is completed, the Customer or its designated agent must report Product consumption or Service outcomes to the Supplier in the agreed format, typically via email.

4. PRICES

4.1. For Products:
Country-Specific Terms

- Scotland: The Product is supplied in batch loads at a price per tonne (excluding VAT) based on EXW (Incoterms) from the Supplier's designated wholesale dealing site. ISOs are sold at nominal tonnage verified on dispatch ex-plant.
- Norway: All prices are exclusive of shipping and VAT unless otherwise agreed. The Incoterm applied will be CIF (Cost, Insurance, and Freight), meaning that shipping and insurance to the port of destination are covered by the Supplier. The Supplier is required to collect the Pharmaceutical Turnover Tax according to guidelines from the Norwegian Medicines Agency.
- Canada: All prices are exclusive of VAT and other applicable taxes unless otherwise agreed. The Incoterm applied will be FCA (Free Carrier), where the Supplier delivers the goods to the carrier nominated by the buyer, and the risk transfers at this point.
- Chile: All prices are exclusive of VAT and other applicable taxes unless otherwise agreed. The Incoterm applied will be EXW (Ex Works), where the buyer assumes all costs and risks from the origin point to the final destination.
- Ecuador: All prices are exclusive of VAT unless otherwise agreed. The Incoterm applied will be CIF.

General Terms of Sale:
Except as indicated for specific countries, the following conditions apply:

- Prices are exclusive of VAT and other taxes.
- The Product is supplied in batch loads at a price per tonne or kilogram (excluding VAT) based on EXW (Incoterms) from the Supplier's designated wholesale site.
- ISOs are sold at nominal tonnage verified at dispatch from the plant.
- Prices exclude shipping and additional charges unless otherwise agreed.

Price Adjustments: Prices are based on current conditions and are generally reviewed on an annual basis, with at least 30 days' notice provided to the Customer via email. The Supplier reserves the right to adjust prices due to exceptional inflationary costs, increases in raw material costs, production expenses, shipping costs, changes in legal regulations, or other factors beyond their control, such as shipping, insurance, customs fees, or exchange rates. Should the Supplier incur additional, unforeseeable costs from any of these factors, immediate price adjustments may be applied unless a different notice period has been mutually agreed upon in writing with the Customer. In such cases, the Customer has the right to terminate the Contract without judicial resolution or compensation claims.

4.2. For Services:
The fees for the Services provided by the Supplier will be outlined in the service proposal or agreement signed by both parties. All fees are subject to change with written notice, and any changes will not affect existing agreements unless prior written approval by both parties.

5. PAYMENT TERMS

For Goods: Invoices will be issued after the delivery of the Products to the Customer, including a detailed description of the items provided.
For Services: Invoices will be issued upon completion of the Service.
If the Customer's financial situation raises concerns, the Supplier may require immediate or advance payment.
Unless otherwise stipulated in the Order, the Customer shall make payment within thirty (30) days from the date of invoicing.
The non-payment of an invoice on the due date results, automatically and without prior notice of default, in the immediate eligibility of all outstanding invoices of the Customer.
Late payment will lead, automatically and without any notice of default, to (i) the payment of interest shall be made in accordance with the applicable interest rates under the legislation in force in the country where the payment obligation is executed or, in the absence thereof, in accordance with generally accepted international commercial practices, (ii) a conventional compensation to the amount of 10% of the unpaid amounts with a minimum of 250 EUR, and (iii) a compensation of all judicial and extrajudicial costs, incurred by the Supplier in order to collect what the Customer leaves unreasonably unpaid.
All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Both Parties must adhere to the tax provisions related to each Order. Any changes in applicable taxes shall be the responsibility of the Party legally obligated to pay them.
Any packaging, transportation and/or shipping charges not included in the Contract, shall be borne by the Customer.

6. RISK AND SUPPLIER'S WARRANTIES

Unless otherwise specified by the confirmed Order, the risk of loss or damage related to Products transfers to the Customer on an Ex Works-basis upon availability for collection. Title remains with the Supplier until full payment is received.
The Supplier warrants that Products will meet specified standards upon delivery and that Services will be performed with reasonable skill and diligence. The Supplier is not liable for defects or performance issues arising from:

- Misuse or improper handling by the Customer or third parties.
- Customer misuse of Products.
- Third-party advice.

All complaints regarding a Product must be submitted in writing within fifteen (15) days of receiving it. Complaints submitted after this period will not be accepted, and the Product will be considered approved by the Customer.
Upon delivery, the Customer has the right to inspect and test the Product. Any defects or discrepancies must be reported within the complaint period and before the Product is altered or used, except for reasonable amounts used for testing purposes.
Except as expressly stated in this Contract, all other warranties and conditions, whether express or implied by statute, common law, or otherwise, are excluded to the fullest extent permitted by law.
The Customer must comply with all laws regarding the ordering and use of the Products. The Supplier is not liable for delays or non-compliance.

7. SPECIFIC PROVISION FOR PHARMACEUTICAL PRODUCTS

Section 7 only applies to orders related to Pharmaceutical Products.
The Supplier is an authorized wholesaler and distributor of a bath treatment product for controlling sea lice on Atlantic salmon. The Supplier is authorized to sell this product in compliance with the Veterinary Medicines Directorate (VMD) in Scotland, the Norwegian Medicines Agency (NoMA) in Norway, the Pest Control Products Act (PCPA) in Canada, and the Agricultural and Livestock Service (SAG) in Chile. The Supplier holds all required Veterinary Medicine Wholesale Distribution Authorizations (WDA) and permits from relevant authorities. The Supplier has developed a specialized methodology for treating salmon lice with this pharmaceutical, conducting treatments from approved service boats or well boats.

Customer Relationships: The Supplier's Customer, upon delivery of the Pharmaceutical Product, is the prescribing veterinarian or aquaculture operator. Similarly, for treatments, the Shipping Company's client is also the prescribing veterinarian or aquaculture operator. These Terms apply to all parties involved in transport and storage, including transport companies and storage facilities.

Order: For Pharmaceutical Products, an approved prescription or relevant documentation may be required before an Order can be confirmed. In such cases:
The prescription or documentation must be provided by a licensed professional, and the requested quantity or scope must not exceed legal or regulatory limits.
The prescription or documentation becomes a binding Order once it is received and approved by the Supplier.
No treatment, use of the Product, or commencement of any related Service may begin until the prescription or documentation is approved, and the Supplier has issued an Order acceptance. Both the Customer and the treating professional share responsibility for this process.
It is approved to dispense the quantity of H2O2 as specified in this prescription. If additional quantities of H2O2 are needed, the treatment boat must contact the requester, and a new prescription must be approved by Supplier in writing before dispensing.
Supplier considers a prescription to be a binding Order that obligates both the veterinarian/fish health officer and the fish farmer. However, approval of the prescription by a pharmacist does not guarantee that Supplier can deliver within the desired timeframe or volume. Supplier is only responsible for delivering the specified volume according to the written Order acceptance, which includes price, delivery terms, delivery time, etc. Supplier is not responsible for any consequential costs resulting from delays in the treatment chain between the date the prescription is received, and the date Supplier confirms its ability to deliver as per the Order acceptance.

Product Availability and Delivery: Product availability and delivery times for Pharmaceutical Products across Scotland, Norway, Canada, and Chile are subject to specific conditions:

- Scotland: Availability depends on production, supply chain capacity, and customer demand. If the Product has less than two months of shelf life remaining, the Customer will be notified. ISOs can be allocated upon request, but the Customer will cover storage and handling costs.
- Norway: Delivery times must be confirmed in writing. Supplier is not liable for delays unless the quantity, location, and delivery time are pre-agreed. Disputes related to shipping delays must be resolved between the End User and the Shipping Company.
- Canada: Customers must take deliveries in equal monthly quantities unless otherwise agreed. Supplier is not liable for delays but will attempt to deliver on time. In emergencies, additional freight costs will be borne by the Customer.
- Chile: Customers must provide quarterly consumption forecasts along with Orders. While forecasts are non-binding, any changes must be promptly communicated. Supplier will make reasonable efforts to meet delivery deadlines if Orders are submitted at least 10 days in advance. Emergency needs will incur additional costs.

In all countries, the Supplier will strive to meet delivery schedules, but unforeseen circumstances (e.g., Force Majeure) may affect availability, with related costs potentially falling on the Customer.

Pharmacovigilance of Pharmaceutical Products: The Supplier complies with Good Distribution Practice (GDP) for the Pharmaceutical Product across all regions, including Scotland, Norway, Chile, and Canada, ensuring adherence to pharmacovigilance (PhV) regulations in each country. Pharmacovigilance is maintained by the Supplier up to the point of delivery, after which it becomes the responsibility of the prescribing veterinarian and the End User. Costumers must ensure batch traceability, accurately record treatment parameters, and maintain the availability of in-date titration reagents to verify dosages. In line with local laws, any adverse effects, side effects, or treatment errors must be reported promptly via email (contact@aqua-pharma.com) and to the regional Aqua Pharma QP person. Veterinarians and fish health professionals are required to follow Supplier's guidelines and voluntarily report any incidents to the Supplier, ensuring continuous monitoring to safeguard patient safety and drive improvements across all jurisdictions.

Prescription / Release for Sale of Pharmaceutical Products: The prescription and release for sale or delivery of the Pharmaceutical Product must be based on a valid prescription from a bona fide veterinarian or authorized fish health professional, as required by local regulations. This prescription must be received prior to dosing or dispensing the Pharmaceutical Product and must cover the total batch amount required. The Supplier is responsible for ensuring the safe handling, storage, labeling, and delivery of the Pharmaceutical Product. In each jurisdiction, compliance with relevant legislation, including record-keeping, reporting obligations, and financial control, is mandatory. Customers are responsible for ensuring that medicinal labels and documentation are readily available upon delivery and for reporting any adverse effects or incidents as per local regulatory requirements. Additionally, coordination with Regulatory Bodies is required to ensure full disclosure of necessary information. No release or delivery of the Pharmaceutical Product is permitted without prior written approval of the prescription by the Supplier's authorized pharmacist or veterinarian, as applicable in countries where this requirement exists.

Delivery/Loading of Pharmaceutical Products: The delivery and loading of the Pharmaceutical Product across Scotland, Norway, Canada, and Chile must adhere to strict safety and operational guidelines in compliance with regional regulations. Only approved hauliers with relevant safety training can transport the Pharmaceutical Product. The Customer is responsible for ensuring the timely return of ISO containers, proper handling, and reporting of seal numbers after every transfer. Partial transfers are discouraged, and any delays or costs associated with handling, storage, or non-compliance remain the Customer's responsibility. In all countries, delivery must take place at pre-approved locations with safety protocols in place.

- Scotland: Transport and handling must be conducted by ADR-approved hauliers, and Customers must return empty ISO containers to the designated wholesaler without delay. All packaging, excluding ISO packaging, must be disposed of safely, and any costs due to delayed returns or transfers will be borne by the Customer. Any loading or delivery must occur at Supplier-approved locations, with safety procedures in place for both transport and storage.
- Norway: Delivery can occur from storage locations or directly at an approved quay via ISO containers on a truck or supply boat. The Shipping Company is responsible for any port-related costs and must log all loading operations, reporting them immediately to the Supplier. Any Product loss, including unauthorized withdrawals, may be invoiced by Supplier at the current market rate.
- Canada: Delivered at designated refill locations, using ISO containers or similar containers, or by road tanker. The Customer bears all costs of relocating the Product after delivery and must notify the Supplier within one calendar day when an ISO container is emptied. The Customer also assumes responsibility for safe loading and must ensure proper air supply is available during transfers. Unauthorized Product removal is prohibited unless under emergency procedures.
- Chile: Delivery is coordinated from the Supplier's warehouse in Puerto Montt, with transport arranged at least 10 days in advance.

If the Buyer cannot fully empty the ISO tank during vessel refueling, storage costs for the remaining Product at Supplier's warehouse will apply, with prior notification of any changes in rates.
In all countries, any failure to meet delivery timeframes due to unforeseen circumstances or Force Majeure does not hold the Supplier liable. The Customer is responsible for all associated costs related to delays or missed deliveries.

Storage of Pharmaceutical Products: The Customer is responsible for the safe and secure storage of the Product at all times while it is in their possession, whether in ISOs (International Organization for Standardization) or IBCs (Intermediate Bulk Containers). The Product must not be accessed by or made available to the general public. Any suspicious activity, disappearances, or thefts must be reported to the appropriate authorities.
The Supplier will inspect and provide reports on potential storage locations as required by the Customer, with reasonable notice. The Customer must only use Supplier-approved locations to transfer the Product from their delivery ISO to their vessel, ensuring the location remains safe and secure prior to every transfer.

8. GENERAL PROVISION FOR PRODUCTS

Monitoring and Disposal: The Customer is responsible for monitoring the Medicinal Shelf Life of the Product in his possession and for properly disposing of any Product that surpasses its Medicinal Shelf Life date.
Approved Facilities: Storage of dangerous goods may only occur at approved facilities selected by Supplier as their storage and loading bases for Products.
Packaging: The Product will be delivered in bulk containers, including ISO tanks and other internationally approved packaging for the transportation of hazardous materials. Different packaging types will be provided in accordance with the Contract. This also applies to other Products as per the Contract.
Installations / Equipment: The Supplier will only supply the Product to Customer storage and/or systems deemed safe in the Supplier's view.
Customer's Responsibilities: It is the sole responsibility of the Customer to ensure that all handling equipment is in safe and working condition and meets any statutory or regulatory standards or policies.
Equipment Provided by Supplier: The supply of ISO container storage, transfer systems, dosing equipment, and related items is the subject of a separate Contract between the parties and will be detailed in the Terms and Conditions of Equipment Provision.
Product responsibility: Aqua Pharma advise against returning unused product ashore, e.g. to storage containers (unless the intent is to use it rapidly). Where this scenario is unavoidable, transferred product will remain the responsibility of the customer, including in the case of product expiry. Disposal or removal of expired product will be the responsibility of the customer.

9. SAFETY, TRAINING AND CERTIFICATION OF PERSONNEL

All personnel handling dangerous Products or participating in the application must undergo training conducted by the Supplier or by a person authorized and trained by the Supplier. The Customer is responsible for ensuring that training is completed before personnel begin work. The Supplier will provide training for boat personnel in connection with the Equipment installed onboard.
Training provided by the Supplier is free of charge only for the first training session related to the commissioning of a new system. However, the Customer must cover any travel and accommodation costs for their personnel. If additional training sessions are requested by the Customer, they will be responsible for covering the Supplier's costs related to travel, accommodation, salary, and other expenses for the trainer.
The Customer ensures that all employees or agents involved in transferring, discharging, or handling the Products are properly trained, with only qualified personnel permitted to manage dangerous Products.
The Supplier will provide Safety Data Sheets (SDS) to Customers either before or at the time of delivery/collection, or as requested. The Customer is solely responsible for ensuring that SDS are available at all locations where the Product may be stored, handled, or used, and that personnel read and understand them.
It is the Customer's responsibility to ensure that appropriate the Personal Protective Equipment (PPE) is used at all times when handling or using the Product.
The Customer is obliged to report any and all near misses or safety incidents to the Supplier.
The Supplier will provide access to Standard Operating Procedures, Research and Development expertise, and Health and Safety training materials to the Customer on an ongoing basis during the term of the Contract.
The Supplier, while providing training and guidance, shall not be liable for any damages that may arise from the actions of trained personnel.

10. RETURNS AND CANCELLATION

Products may only be returned if they are unopened, with all original seals intact and the packaging undamaged. All returns must be approved by the Supplier in advance. The Customer will be responsible for all return shipping costs, and a 15% restocking fee will be applied. The Customer will also cover all outbound and return freight expenses.
If a Service is canceled by the Customer within five days of the scheduled service date, a cancellation fee of 30% of the total service fee will be applied.
Refunds will be considered on a case-by-case basis and may be granted at the Supplier's discretion.

11. LIABILITY

The Supplier's total liability under this Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, delict (including negligence), misrepresentation or otherwise, shall not exceed an amount equivalent to the sums Supplier has received under this Contract.
The Supplier shall not be liable for any consequential, indirect, or special damage or losses including, but not limited to, loss of profit, loss of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of revenue, savings, discounts, or rebates, or any harm to reputation or goodwill.
The Supplier's liability shall not be limited in respect of (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other losses that cannot be excluded or limited by applicable law.
The Customer indemnifies the Supplier against claims arising from the Customer's use or handling of Products, including negligence or personal injury. The Customer must ensure personnel are trained in proper handling procedures and provide written acknowledgment of such training.

12. DURATION

The Contract is concluded for the duration determined in the Order.

13. TERMINATION

Either party may terminate the Contract with immediate effect upon the occurrence of any of the following events:

- The other party fails to pay any amount due under this Contract at the required time and in the required manner;
- There is a material breach by the other party of its obligations under this Contract and such party fails to remedy such breach within a period of fifteen (15) days after being notified in writing to do so;
- The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with bankruptcy or the winding up of the other party (being a company);
- Death of the other party (being a natural person);
- A petition is filed, a notice is given, or an order is made, for the appointment of an administrator, a receiver or an administrative receiver; or
- Any event analogous to the above Sections 12.1 to 6 inclusive, occurs in relation to any other legal jurisdiction.

Additionally, either party may terminate this Contract at any time by providing six months' written notice of termination to the other party.

14. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform its obligations under this Contract if such failure is caused by circumstances beyond its reasonable control, including but not limited to, acts of God, natural disasters, pandemics, governmental actions, wars, civil unrest, labor disputes, or technical failures that prevent the proper functioning of the Equipment. The above mentioned circumstances only provide grounds for exemption if the affected party could neither have reasonably foreseen those circumstances when the Contract was signed, nor reasonably have avoided or overcome the consequences of those circumstances. If either party whishes to invoke this Force Majeure clause, it shall without undue delay notify the other party of this in writing, also stating when the Force Majeure event will cease to apply, and use reasonable endeavours to minimize the effects of this event.

Regardless of what follows from the above, either party is entitled to terminate the Contract, after notifying the other party in writing, if the fulfilment of the Contract is delayed more than six (6) months due to a Force Majeure event.
Force Majeure grants Supplier the right to extend the delivery time based on the nature and duration of the Force Majeure event. If shortages occur in Supplier's supply of Product due to a Force Majeure event, Supplier may allocate its available supply based on what it deems fair in its sole judgment. This allocation may consider:

- Past shipments to each Customer.
- The percentage of each Customer's requirements represented by those shipments.
- Each Customer's needs at the time of the shortage

15. INTELLECTUAL PROPERTY

All intellectual property rights related to the Products and Services, including but not limited to trademarks, copyrights, patents, trade secrets, knowhow, and any other proprietary materials, are the exclusive property of Supplier. Unauthorized use, reproduction, or distribution of this intellectual property without prior written consent from Supplier is strictly prohibited. Nothing in these Terms shall be construed as transferring any rights to the Customer or granting any license to use any of the intellectual property. The Customer will immediately inform the Supplier if it becomes aware of any actual or suspected wrongful use of Supplier intellectual property or (ii) any third party Intellectual Property infringement claim relating to the Products or Services. The Customer will assist the Supplier in asserting or defending Supplier rights upon request. The Customer will not take any action or admit any liability in connection with such use or claim without the Supplier's prior written consent.

16. DATA AND PRIVACY

The Customer acknowledges and agrees that, while providing the Services, the Supplier may collect certain data related to the provision of the Services. The Supplier will use such data solely for the purposes of improving the Service, fulfilling the terms of this Contract, and ensuring compliance with safety and performance standards. The Supplier agrees to handle the Customer's data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR) where applicable.

17. CONFIDENTIALITY

The Customer and Supplier agree to keep all confidential information exchanged during this Contract, including but not limited to technical data, operational procedures, and business strategies, in strict confidence. The party receiving the confidential information agrees not to disclose, share, or use such information for any purpose other than as required to fulfill its obligations under this Contract, without prior written consent from the disclosing party. This obligation of confidentiality shall survive the termination of this Contract.

18. GENERAL PROVISIONS

Waiver: No delay or failure by the Supplier to exercise any right or remedy shall constitute a waiver of that right or remedy.
Assignment: The Customer shall not sublet the Equipment, assign, or otherwise transfer any of its rights and obligations under this Contract to any third party without the prior written consent of the Supplier. Any attempt to sublet, assign, or transfer this Contract without such consent shall be deemed a material breach.
Entire agreement: This Contract constitutes the entire agreement between the Supplier and the Customer regarding its subject matter and supersedes any prior agreements concerning the same subject matter.
Amendments: No amendment of the Contract will be binding upon the parties unless agreed in writing and duly signed by both the Supplier and the Customer.
Notices: Any notice from one party to the other will be considered sufficiently served if sent by email to the email address provided in the Hire Form.
Severability: If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Section shall not affect the validity and enforceability of the rest of the Contract.
Governing law: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws applicable in the jurisdiction of the Supplier's registered office, unless otherwise agreed in writing by the parties.
Dispute resolution and arbitration:
Dispute Resolution: In the event of any dispute arising from or in connection with this Contract, the parties shall first attempt to resolve the dispute amicably through good-faith negotiations. Each party will designate representatives to meet and discuss the matter in a timely manner. If the dispute cannot be resolved through negotiation within a reasonable time frame, the parties irrevocably agree that the competent courts of the jurisdiction where the Supplier's registered office is located shall have exclusive jurisdiction for all disputes arising from this Contract.

19. DEFINITIONS

Adverse Effects: Unintended and harmful outcomes resulting from the use of a Product.
Aqua Pharma Group: Refers to the Supplier of Products and Services, including its affiliates.
Customer: The entity or individual that purchases Products and Services from the Supplier. With regard to Pharmaceutical Products, Customer refers to the prescribing veterinarian or aquaculture operator receiving PARAMOVE®.
Documentation: Any formal records required for the purchase, handling, and use of Products, including but not limited to prescriptions, safety data sheets, and transport logs.
End User: the entity or individual that purchases the Pharmaceutical Products from the prescribing veterinarian or authorized fish health professional.
Equipment: equipment hired, borrowed or leased by the Supplier to the Customer as defined in the General Terms and Conditions for Equipment Provision.
Incoterms: International commercial terms that define the responsibilities of sellers and buyers regarding the delivery of goods.
Intermediate Bulk Containers (IBCs): Large containers used for the storage and transport of liquids.
ISO Containers: Internationally accepted containers for transporting various substances, including hazardous materials.
Good Distribution Practice (GDP): Regulations ensuring the quality and integrity of pharmaceutical products during transportation and storage.
Medicinal Shelf Life: The period during which a medicinal product remains effective and safe for use.
Order acceptance: The confirmation of a customer's order through the act of shipping the goods.
PARAMOVE®: A bath treatment product used for controlling sea lice on Atlantic salmon.
Pharmacovigilance (PhV): The science related to the detection, assessment, understanding, and prevention of adverse effects or any other drug-related problems.
Prescription: A formal authorization from a licensed veterinarian or authorized fish health professional required for the purchase of certain Pharmaceutical Products.
Products: Any pharmaceutical and therapeutic products for aquaculture offered by the Supplier, including, but not limited to, PARAMOVE®, disinfectants, disease treatments for fish and shrimp, and other aquatic health solutions.
Purchase Order Number (PON): Documentation provided by the Customer to confirm an order.
Regulatory Bodies: Government agencies that oversee compliance with laws and regulations related to the sale and use of veterinary medicines.
Risk Transfer: The point at which the risk of loss or damage to Products shifts from the Supplier to the Customer.
Safety Data Sheets (SDS): Documents that provide information on the properties of a particular substance, including hazards and handling guidelines.
Services: The technical and consulting services provided by Supplier to the Customer.
Shipping Company: The entity responsible for the transportation of Products as arranged by the Supplier or Customer.
Standard Operating Procedures (SOPs): Documented procedures to ensure consistent operational practices.
Supplier: Refers to Aqua Pharma Group and/or its affiliates.
Transportation Costs: Expenses associated with the delivery of Products from the Supplier to the Customer.
Training: Instruction provided by the Supplier to ensure that Customer personnel are qualified to handle Products safely and effectively.
Veterinary Medicine Wholesale Dealer's Authorisation (WDA): Required certification for the Supplier to sell veterinary medicines.