

## **TERMS AND CONDITIONS**

- 1. THIS IS NOT A CONSIGNMENT SALE.
- 2. Acceptance of these goods implies agreement to:
  - a. Effect payment at Abbott Laboratories' registered address at Venice Corporate Center, 8 Turin Street, McKinley Town Center,
    Pinagsama, NCR Fourth District, Taguig City, Philippines, and/or through another payment method prescribed by Abbott Laboratories,
    plus 1% monthly interest on accounts overdue beyond the agreed terms of payment.
  - b. Submit to the exclusive jurisdictions of Courts of Taguig City for legal action.
  - c. Pay 25% of the debt owed as an attorney's fee, which may not be less than ₱300.00, plus costs, for instances in which Abbott Laboratories is compelled to file an action to protect its interests.
- 3. SHIPPING: Abbott Laboratories reserves the right to select the mode of shipment and to route goods according to its judgment, unless the buyer specifies their preference in writing. Abbott Laboratories' responsibility ceases after the goods have been delivered in good condition to public carriers. Any claims for breakage, damage, pilferage or loss of goods during transit must be made directly against the transportation company.

Errors and shortages in shipment that may be attributable to Abbott Laboratories' Packing and Shipping Department must be brought to the Abbott Laboratories' attention in writing within 10 days after receipt of the merchandise; otherwise, Abbott Laboratories will consider that the shipment was duly received by the buyer in good order and as invoiced.

## **CREDIT AND/OR EXCHANGE**

4. As a rule, Abbott Laboratories does not accept goods for return, exchange or credit. However, subject to Abbott Laboratories' prior written approval, certain items that were purchased directly from Abbott Laboratories and that are still in their original salable condition may be returned, for exchange only, at the net acquisition price or current price, whichever is lower.

The following are not returnable even if they were purchased directly from Abbott Laboratories:

- a. Products which have deteriorated because of their inherent characteristics or because of age, improper handling, and storage or abuse.
- b. Preparations which have been opened, partly used, or from which the labels or seals have been mutilated, removed, or tampered with.
- c. Articles which have been involved in a sacrifice fire or bankruptcy sale. Also, preparations which have been damaged by fire, water, or smoke.
- d. Expired dated product.

All other exceptions to the above shall be covered under the existing Merchandise Returns Policy, which may be found in PhFin-050, *Policy on Returned Goods* of Abbott Laboratories.

- 5. When making a payment to Abbott Laboratories' sales representative or collector, please ask for a printed prenumbered collection receipt or official receipt. Do not accept any other form of receipt. All payments are subject to final confirmation by Abbott Laboratories.
- 6. THIS BILL WILL NOT BE CONSIDERED PAID WITHOUT ABBOTT LABORATORIES' SIGNED OFFICIAL RECEIPT.