

Pacira General Sales Terms and Conditions

This document sets forth general terms and conditions of sale (“General Terms and Conditions”) that shall govern the sale of products, including but not limited to the iovera^o system and/or any iovera^o products and EXPAREL[®] products, supplied by Pacira Ireland Limited or any of its group companies (“Pacira”, such product a “Product”) and purchased by Pacira’s customer (“Customer”), and delivered to Customer and/or customer’s participating facilities, owned, leased or managed by Customer (“Participating Facilities”). Pacira reserves the right to amend these General Terms and Conditions from time to time at its sole discretion.

These General Terms and Conditions together with Pacira’s order confirmation shall constitute the complete and entire agreement between the parties in relation to such purchase (each, a “Purchase Contract”), except in case the parties execute a written supply and purchase contract, in which case such contract shall prevail.

All terms implied by law and which the parties may by law exclude, are excluded from these General Terms and Conditions. Other than these General Terms and Conditions and terms which are implied by trade, custom, practice or course of dealing or by law, or by mandatory statutory law and which cannot by law be excluded, there are no other terms included in any Purchase Contract.

General purchasing terms of Customer shall not apply, irrespective of whether referenced in any order, and irrespective of whether Pacira objects to such general purchasing terms in the order confirmation or not.

1.0 PRODUCT ORDERS

Customer may place orders by email, phone or fax at the contact details stated below in Section 25.0. By placing an order, Customer is agreeing to purchase Products according to these General Terms and Conditions. An order is binding as soon as the Customer has received a written or electronic order confirmation from Pacira. Orders received from wholesalers after 12:00 pm, and hospitals and pharmacies after 2:00 pm Central European Time (CET) will be deemed to have been received the following business day. If the order confirmation deviates from the Customer’s order and if the Customer will not accept such deviation, the Customer must in writing notify this to Pacira within five (5) days from the receipt of Pacira’s order confirmation, but no later than one (1) day before the delivery date.

Nothing herein will be construed as requiring Pacira to accept any order, ship any Product, offer any pricing, or extend any credit to any Customer. Nothing herein will be construed to limit or restrict Pacira’s right, in its sole discretion, to discontinue the manufacture, sale, or distribution of any of its Products, without notice, at any time without penalty or liability to Customer. Pacira reserves the right not to sell any Products necessary for the continued use of any Products previously purchased if Pacira believes Customer has violated these General Terms and Conditions.

2.0 **OWN USE**

Customer agrees that Products purchased in connection with these General Terms and Conditions shall be for Customer's "own use". Own use shall mean such uses that are part of and promote the intended institutional operation of providing care to persons who are patients of Customer prior to such patients' discharge from Customer. In furtherance and not limitation of the foregoing, in case Customer should not require a new and unused Product purchased from Pacira for own use and wish therefore to resell it, it shall first offer such Product to Pacira for re-purchase (first right of refusal). Should Pacira elect not to re-purchase the Product, it shall notify the Customer thereof in writing within ten (10) days of such offer from Customer. In case Customer subsequently receives a purchase offer from a third party for such offer, it shall notify Pacira thereof in writing, stating the terms of such third party offer and submitting documentation of such offer. Pacira then shall have the option, at its sole discretion, to re-purchase the Product at the terms offered by such third party (pre-emptive right).

3.0 **PRICES**

Products will be invoiced at the price in effect on the date of the invoice ("List Price"). Pacira reserves the right to implement List Price changes at any time, at its discretion without notice. Pacira reserves the right to rebill Customer if Pacira determines Customer was billed an incorrect price.

Customer may be eligible for discounts on eligible purchases of Products. In order to qualify and receive any discount, Customer must fully comply with inter alia all customer requirements as set out in the terms and conditions of a separate discount agreement to be concluded between Pacira and Customer.

Quoted prices exclude all applicable taxes. Any value added tax, sales and use tax, goods and services tax or similar indirect taxes that are properly due under applicable law, regulation or otherwise, shall be charged by Pacira and payable by Customer. Such taxes will be separately stated in the invoice and will be paid by Customer based on these General Terms and Conditions unless Customer provides Pacira with valid exemption documentation allowing Pacira not to charge and collect the relevant taxes.

4.0 **EXTENSION OF CREDIT**

Some Customers may be eligible for credit terms, subject to Pacira's review and approval. Customer agrees to furnish all financial information requested by Pacira prior to initial shipment of Product, and thereafter upon request. By requesting credit terms, Customer authorizes Pacira to conduct such investigations as it may deem necessary to verify Customer's creditworthiness and agrees to release all persons, companies, or corporations using or supplying such information, including Pacira, from any claims and/or losses that may result therefrom. Pacira may at any time set a limit on the amount of credit extended to Customer.

Customer must notify Pacira, in writing, of any sales or transfer of majority ownership, voting power or controlling interest in Customer, and any change of address of any of Customer's direct-purchasing locations, at least thirty (30) days before taking such action.

Pacira may, in its sole discretion, at any time, without prior notice, discontinue service, change Customer's credit terms, and/or require payment before shipment of any Product. Customer waives all claims against Pacira for said conduct.

5.0 **PAYMENT TERMS**

Standard payment terms for Customers with credit terms are net thirty (30) days from the date of invoice. The invoice shall be paid by Customer in full in cleared funds by way of electronic transfer or check (to an account specified by Pacira in writing) within thirty (30) days of the date of Pacira's invoice. Customer will notify Pacira of any invoice amount it disputes within seven (7) days of receipt of invoice, and the parties will cooperate in good faith to resolve any such dispute. Customers without credit terms must pay for Products prior to shipment. Pacira's acceptance of any payment less than the full amount of indebtedness will not constitute a waiver of Pacira's right to collect the balance and will not be deemed an accord and satisfaction. If, for any reason, Customer is unable to pay for purchases when due, Pacira, without limiting any other remedies or rights, may charge interest, computed at the maximum legal rate, and additional collection costs, charges and expenses, including reasonable attorneys' fees and may cancel or suspend any or all Contracts with Customer. This means that Pacira may cease its performance or acceptance of orders placed until Customer has paid all outstanding amounts owed to Pacira.

Customer is not permitted to take a deduction unless authorized by a prior credit memo, or as otherwise agreed to by Pacira in writing. Customer shall pay all amounts due to Pacira in full without any set-off, counterclaim, deduction or withholding. Pacira may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by Customer against any amount payable by Pacira to Customer.

6.0 **PRODUCT SHIPMENT**

Unless otherwise agreed between both parties, all orders will be shipped DDP ("Delivered Duties Paid") according to ICC's Incoterms® 2020. Title will transfer to the Customer at Pacira's shipping point. Pacira will replace any Products lost or damaged in transit and retain any proceeds from any damage-in-transit insurance claim. Pacira will determine the time, route, and carrier of all shipments. Pacira will be responsible for all shipping, export clearance, and forwarding costs where applicable.

7.0 **PRODUCT INSPECTION**

Customer will immediately inspect the Products and notify Pacira of any damages, shortages, or overages within five (5) business days. If Customer does not notify Pacira within five (5) business days, the delivery will be considered accepted in good condition, and Customer's failure to comply with the foregoing time period shall constitute a waiver by Customer of all claims with respect to such Product.

8.0 **STORAGE AND HANDLING**

Upon delivery of Products, Customer will immediately store Product according to Product storage conditions according to the drug product label or device instructions for use (“IFU”) provided by Pacira to Customer. In particular, Customer shall maintain Product in accordance with all Product storage requirements and specifications, including, without limitation, the Product labeling instructions. Customer shall not take any action or allow any action to be taken that would adversely affect:

- i. the integrity of any Product, and/or
- ii. the safety and security of the supply chain.

Notwithstanding anything to the contrary herein, Customer shall not sell or return for credit damaged Product as a result of Customer’s noncompliance with the storage and handling requirements set forth in this Section.

9.0 **PRODUCT LABELING**

Customer shall not, alter, modify, replace, or reproduce any Product labeling, packaging (except to remove Product from the shipping containers), or advertising.

10.0 **CUSTOMER LICENSING**

Customer represents and warrants that it has or shall obtain and shall maintain all licenses, permits and registrations necessary for the lawful import into any applicable territory, handling, storage, dispensing and transportation of Product, as applicable.

11.0 **USE OF PRODUCT**

Customer will ensure that Products will be used only by a fully trained medical doctor in good standing with expertise in the relevant field and who is licensed to practice medicine in the relevant jurisdiction at the time of the sale of the Products (“Licensed Physician”) and who shall be responsible for the treatment of the patient, or by a healthcare professional under the active supervision of the Licensed Physician, (each an “Authorized User”). Allowing the use of any Products by any person other than an Authorized User may violate applicable law and may endanger patient safety. For purposes hereof, "active supervision" includes having a duly licensed healthcare professional available during the performance of any procedure using the Products.

Customer will use, and will ensure that its employees and agents use, the Products only for their intended and approved uses, in accordance with these General Terms and Conditions, and pursuant to all Pacira documentation and any updates thereto.

Customer will ensure that all Authorized Users will comply with all laws and codes applicable to the activities of Customer, as contemplated by these General Terms and Conditions, including: medical device laws; data protection laws; anti-bribery and anti-corruption laws and codes, including the MedTech Europe Code of Ethical Business

Practice and similar industry codes in countries of the Territory; the Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010; laws relating to the facilitation of a tax evasion offence; and trade laws on the import and export of the Products and with any conditions binding on it in any applicable licenses, registrations, permits and approvals.

12.0 **TRAINING**

Customer will ensure that Customer and its employees, agents and any other end users (including Authorized Users) are fully trained with respect to the Products, and that Customer and its employees and agents comply with all Applicable Laws and Regulations, including those of medical agencies and certification boards. Customer will make best efforts to ensure that its Authorized Users attend all training offered by or on behalf of Pacira that relates to safe use of the Products.

13.0 **PRODUCT COMPLAINTS/ADVERSE EVENTS**

Customer will promptly (and in any event within two (2) business days of receiving the complaint or becoming aware of a potential adverse event) report to Pacira, by phone, fax or email to the contact details set out in Section 25.0, any Product complaint, potential adverse event, report of a malfunction of a Product or any injury arising out of use of a Product and provide all related information requested by Pacira. Each party shall reasonably cooperate with the other in sharing any information that may constitute a complaint related to the Products and shall designate a representative responsible for the exchange of such information and all other regulatory information required to be shared under these General Terms and Conditions. Customer shall at all times reasonably cooperate with any Pacira investigation, inspection, or inquiry regarding the Products.

14.0 **REPRESENTATION AND WARRANTY**

Customer represents and warrants that it (i) is duly organized and validly existing under the laws of the territory of its incorporation and has full corporate power and authority to enter into a Purchase Contract under these General Terms and Conditions and to carry out the provisions hereof; (ii) is duly authorized to enter into a Purchase Contract and to perform its obligations hereunder, and the person entering into a Purchase Contract on its behalf has been duly authorized to do so by all requisite corporate actions; and (iii) the execution, delivery and performance of a Purchase Contract by Customer does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having authority over it.

Pacira warrants that all medical devices among the Products including the iovera system and/or any iovera^o products delivered to Customer will be free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment. If within such twelve-month period, Customer discovers a defect of such Product, it must promptly notify Pacira in writing, within thirty (30) days from such discovery but in all cases no later than twelve (12) months from the date of shipment. If Pacira agrees that there is a defect of such Product, the Customer's sole and exclusive remedy will be, in Pacira's sole

discretion, the repair or replacement of a confirmed defective Product (or a component thereof) with a product (or component thereof) of the same or equivalent type, and such repair or replacement may be with new or refurbished units or parts of a product of the same or equivalent type.

Pacira warrants that all pharmaceuticals among the Products including the EXPAREL[®] products delivered to Customer will be free from defects in materials and workmanship from the date of shipment until the expiration date of such Product, provided that Customer has stored and maintained such Product according to all storage requirements and specifications, including, without limitation, the product labeling instructions as set out in Section 8.0.

The foregoing warranties by Pacira will not apply to items that were:

- i. modified or otherwise altered or changed by Customer or used with any product or hardware without Pacira's prior written approval;
- ii. misused, or not used in accordance with the IFU, or used in combination with a third-party product;
- iii. used by a user who was not fully trained or licensed to practice medicine in the country of use or is not a specialist in the relevant field of medicine; or
- iv. reconstructed, repaired, altered or maintained by persons not authorized by Pacira in writing.

Except for the foregoing express limited warranty, neither Pacira (nor any person on Pacira's behalf) makes any warranty, express, implied or statutory, as to any matter whatsoever, including any warranty of merchantability, fitness for a particular purpose, title or non-infringement, whether arising by law, course of dealing, course of performance, usage of trade or otherwise, all of which are expressly excluded to the maximum extent permitted under applicable law.

The foregoing warranty is effective only upon payment in full for the Products and applies only in favor of Customer who is the end user and original purchaser of the Products and is not transferable. Customer acknowledges that it has not relied on any representation or warranty made by Pacira (or any person on Pacira's behalf). Return of defective Products must be made according to Pacira's then-current return goods authorization procedures.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF SUITABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR AS STATED IN ANY LITERATURE, SALES BROCHURE OR OTHER DOCUMENT OF PACIRA, IN CONNECTION WITH THE PRODUCTS SOLD OR ON ANY PARTS OR LABOR FURNISHED DURING THE SALE, DELIVERY OR SERVICING OF THE PRODUCTS.

15.0 **LIMITATION OF LIABILITY**

Nothing in these General Terms and Conditions shall limit or exclude any liability for death or personal injury caused by negligence or for fraud or for any liability that cannot be limited or excluded under applicable law.

Subject to the foregoing, (i) in no event shall Pacira be liable to Customer for any indirect, incidental, consequential, special or punitive damages, or for lost profits, loss of goodwill, loss of business opportunity or other financial losses for any claims arising out of or relating to a Purchase Contract, even if advised of the possibility of such damages. Further, (ii) in no event shall Pacira’s liability under any claim made by Customer exceed the purchase price of the products in respect of which damages are claimed.

Any statements made by Pacira employees or representatives or in any documents produced by Pacira are not terms included in the Contract and Customer agrees that Customer has not relied upon any such statement, promises, representations, assurances or warranties when entering into a Purchase Contract and shall not have any remedy in respect of any statement, representation or warranty (whether negligently or innocently made) of an person other than as expressly set out here.

16.0 **INDEMNIFICATION**

16.1 **Indemnification of Customer**

Pacira shall indemnify, defend, and hold harmless Customer and its officers, directors, employees, affiliates, agents and successors in interest (“Customer Indemnified Parties”) from and against all damages or other losses incurred by them, including reasonable and documented attorney’s fees (collectively “Losses”), in connection with a claim brought by a third party (“Claim”) to the extent arising from: (i) a breach of these General Terms and Conditions by Pacira or (ii) the gross negligence or willful misconduct of Pacira; provided that, Pacira shall not be responsible for any Losses to the extent they arise from the gross negligence or willful misconduct of any Customer Indemnified Party.

16.2 **Indemnification of Pacira**

Customer shall indemnify, defend, and hold harmless Pacira and its officers, directors, employees, affiliates, agents and successors in interest (“Pacira Indemnified Parties”) from and against all Losses incurred by them, including reasonable and documented attorney’s fees in connection with a Claim to the extent arising from: (i) a breach of these General Terms and Conditions by Customer or (ii) the gross negligence or willful misconduct of Customer; provided that Customer shall not be responsible for any Losses to the extent they arise from the gross negligence or willful misconduct of any Pacira Indemnified Party.

16.3 **Claim Notice**

The applicable indemnified party shall give the indemnifying party prompt written notice (“Claim Notice”) of any losses or discovery of facts on which the indemnified party intends to base a request for indemnification under this Section. The indemnified party’s failure to

provide a Claim Notice to indemnifying party under this Section does not relieve the indemnifying party of any liability that indemnifying party may have to indemnified party, except to the extent the rights of the indemnified party are prejudiced by the delay. Each Claim Notice must contain a description of the claim and the nature and amount of the related losses (to the extent that the nature and amount of the losses are known at the time). The indemnified party shall furnish promptly to the indemnifying party copies of all papers and official documents received in respect of any Losses.

16.4 Claim Defense

The indemnifying party may assume, at its sole option, control of the defense, appeal or settlement of any Claim by sending written notice of the assumption to the indemnified party on or before ten (10) business days after receipt of a Claim Notice. If the indemnifying party elects to assume the defense, the indemnifying party shall conduct and control, through counsel of its own choosing and at indemnifying party's sole cost and expense, the settlement or defense thereof. The indemnifying party may not enter into any settlement, compromise or consent that imposes any material obligation on the indemnified party without the written consent of the indemnified party, which consent shall not be unreasonably withheld.

17.0 RETURNS

All Product returns are subject to Pacira's instructions for the respective Product ("Pacira Return Goods Policy") set out in Exhibit 17.0. Pacira reserves the right to change Pacira's Return Goods Policy at any time at Pacira's sole discretion and without prior notice. Notwithstanding the foregoing, returns should be made to the Authorized Distributor.

18.0 EXPORT RESTRICTIONS

Customer will not export or re-export, directly or indirectly, any equipment, materials or technical data (as defined by U.S. or EU export regulations) to a destination to which such export or re-export is restricted or prohibited by U.S. or EU law without obtaining prior authorization from the competent government agencies to the extent required by law; or export or re-export, directly or indirectly, any equipment, materials, component or Product of such technical data, including software, to a destination to which such export or re-export is restricted or prohibited by law without obtaining prior authorization from the competent government agencies to the extent required by law. Customer shall cooperate fully with Pacira in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Pacira harmless from, or in connection with, any violation of this Section by Customer or its employees, consultants, agents, or customers.

19.0 RECORDS AND AUDITS

Without prejudice to any obligations of Customer and any Participating Facility under Applicable Laws and Regulation, Customer shall keep and maintain, during the term and for a period of at least six (6) years following the de, accurate delivery of a Product, books, records and files related to the purchase and dispensing of the Products purchased. Upon

reasonable notice, during the term and for a period of at least six (6) years following the delivery of a Product, Pacira shall have the right to inspect or audit such books, records and files for purposes of confirming Customer's compliance with these General Terms and Conditions between Pacira and Customer.

20.0 **INTELLECTUAL PROPERTY**

All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that Pacira creates or develops, either on its own or jointly with Customer, in the course of Pacira's design, development, marketing, sale or manufacture of the Products and all drawings and specifications that Pacira provides to Customer, and all rights in the foregoing patents, trademarks, registered designs, utility models, design rights, database, rights copyright (including copyright in software and computer algorithms), trade secrets and other confidential information, know-how and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world ("Intellectual Property") shall be Pacira's sole property, and Customer assigns, and agrees to assign, to Pacira all right, title and interest that Customer now has or in the future acquires in the Intellectual Property. Customer shall not disclose or use any of the Intellectual Property or any information about Pacira's business, operations or activities, except to the extent necessary for Customer to use the Products. Customer will inform Pacira promptly if Customer becomes aware of any infringement of Pacira's Intellectual Property by any person.

Customer agrees that it will not directly or indirectly create, or attempt to create, by disassembling, reverse engineering or otherwise, or from any instructions, manuals, schematics, or other information provided or made available by or on behalf of Pacira, any Products, parts, systems, software, technologies, ideas, items, or concepts comparable to or competing with those provided hereunder, or any part thereof, or disclose or use any such information for commercial purposes or in a manner detrimental to Pacira. Customer shall not remove, alter, or obscure any copyright, trademark, trade name, logo, government restricted rights, or other proprietary or confidentiality notices or legends from any Products, packaging, labels, documentation, or other materials provided by Pacira, and shall not, directly or indirectly, take, authorize or permit any action, or use any procedure or process in any jurisdiction, to assert, register, file, publish, confirm, perfect or claim any right in any intellectual property or proprietary rights of Pacira, its suppliers or licensors.

21.0 **FORCE MAJEURE**

Pacira shall not be liable or deemed in default for any delay or failure in performance in the event such performance is prevented by a cause beyond its reasonable control, including without limitation, acts of God, natural disasters, government regulations or action, acts of war, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire or flood, or storm, labor disturbance, epidemic, pandemic, epidemic, terrorism, or failure of public utilities or common carriers, material curtailment of transportation, compliance with laws or regulations, network failures, error in the coding of electronic files, software limitations, material disruptions in telecommunications or electronic communications systems. Customer acknowledges that the pandemic or

epidemic resulting from the SARS-CoV-2 virus may constitute a force majeure event. Pacira shall use commercially reasonable efforts thereafter to minimize delay and damages attributable to such event.

22.0 **COMPLIANCE WITH LAWS**

Customer shall be in compliance with and shall continue to comply with all applicable laws, rules and regulations related to these General Terms and Conditions including, but not limited to including: (i) the laws from time to time applicable in any relevant territory regulating medicines and medical devices and in vitro diagnostic medical devices and each of their accessories, and activities relating to them, including their: manufacture; labelling; sale/supply; placing on the market; making available; putting into service; and advertising and/or promotion, including pursuant to all applicable national laws, including Directive 2001/83/EC and Regulation (EC) No 726/2004 and any national laws that specifically supplement the provisions of the foregoing; (ii) all applicable laws and regulations in force from time to time relating to data protection and privacy, including the processing of personal data and the privacy of electronic communications, and all related statutory codes of practice and guidance issued by any competent data protection authority including Regulation (EU) 2016/679; (iii) anti-bribery and anti-corruption laws and codes, including the EFPIA Code of Practice and the MedTech Europe Code of Ethical Business Practice and similar industry codes in any relevant territory; laws relating to the facilitation of a tax evasion offence; and trade laws on the import and export of any applicable products; (iv) any other similar laws, and any successor laws and regulations to any of the foregoing relating to these General Terms and Conditions; and (v) all laws governing the licensure and operations of Customer (together "Applicable Laws and Regulation").

Customer shall be responsible for the observance and performance of these obligations by its contractors, agents, subcontractors and members of its group and shall be directly liable to Pacira for any breach of them by such persons. Breach of in this Section shall be deemed a material breach of the General Terms and Conditions.

23.0 **CONFIDENTIALITY**

Each party shall take all reasonable actions and do all things reasonably necessary to ensure that any information contained in these General Terms and Conditions, as well as any information relating to a Purchase Contract or that is acquired by virtue of a Purchase Contract ("Confidential Information") shall not be disclosed or used for purposes outside these General Terms and Conditions; provided, however, that the foregoing shall not apply to information to the extent a party can demonstrate with written or other tangible evidence that the information: (i) is provided by Pacira to a Pacira Affiliate (provided such Pacira Affiliate is subject to the confidentiality restrictions herein) "Pacira Affiliate". For purposes of this Section Pacira Affiliate shall mean an entity which Pacira maintains an ownership position or with which Pacira has entered into a co-promotion agreement, co-development agreement or licensing agreement for a Product; (ii) is provided by Customer to a Participating Facility (provided such Participating Facility is subject to the confidentiality restrictions herein); (iii) was known by a party prior to disclosure without an obligation of confidentiality; (iv) is or becomes public knowledge, other than through

acts or omissions of the receiving party; (v) is lawfully disclosed by a third party under no obligation of confidentiality; (vi) is developed by receiving party independently of the Confidential Information received hereunder; (vii) is lawfully obtained by receiving party without any restriction on use and disclosure from sources independent of the other party who have a lawful right to disclose such Confidential Information; or (viii) must be disclosed pursuant to the order of a court or regulatory authority of competent jurisdiction. To the extent practicable, a party, who is requested to disclose Confidential Information pursuant to this Section shall promptly notify the other party before making the disclosure. In the case of Customer, Customer shall notify Pacira promptly if a Participating Facility is requested to disclose Confidential Information before the Participating Facility makes such disclosure. The parties acknowledge that damages resulting from a breach of this Section would be difficult, if not impossible, to measure accurately, and the injuries sustained by a party in the event of a breach may be incalculable and irremediable. Therefore, in addition to all other remedies available at law or in equity, each party shall be entitled to such an injunction, specific performance or other equitable relief in the event of a breach or threatened breach by a party of its obligations hereunder and such right shall be cumulative and in addition to any other remedies which may be available. The parties waive the requirement of any bond being posted as security.

24.0 MISCELLANEOUS

24.1 Governing Law and Jurisdiction

This General Terms and Conditions shall be governed by, and construed and enforced in accordance with, the laws of Ireland, without reference to the conflicts of law principles thereof. The UN Convention on the International Sale of Goods is excluded. Each party agrees to the jurisdiction and exclusive venue of any court in Ireland.

24.2 Waiver

The parties understand and agree that no failure or delay in exercising any right under these General Terms and Conditions will operate as a waiver. To be effective under the General Terms and Conditions, a waiver shall be in writing and signed by the party against whom the waiver is sought to be enforced.

24.3 Headings

The descriptive headings of the Sections of these General Terms and Conditions are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof.

24.4 Assignment

Neither party may assign, subcontract, delegate or otherwise transfer any rights or obligation under a Purchase Contract, nor may contract with third parties to perform any of the obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, Pacira, without such consent, may assign and transfer the rights and obligations under a Purchase Contract, in whole or as it relates to a particular Product: (i) to one of its wholly-owned subsidiaries or its parent corporation; or (ii) in connection with the transfer, sale or divestiture of a Product or of substantially all of its

business to which such Purchase Contract pertains, or in the event of its merger or consolidation with another company. These General Terms and Conditions shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties to the extent necessary to carry out the intent of these General Terms and Conditions. Any assignment not in accordance with this Section shall be null, void and of no further force or effect.

24.5 Severability

If any term, covenant or condition of these General Terms and Conditions shall, to any extent, be held to be invalid or unenforceable, the remainder of these General Terms and Conditions shall not be affected, and each remaining term of these General Terms and Conditions shall be valid and be enforced to the fullest extent permitted by law.

24.6 Notices

Any notices required or provided by the terms of these General Terms and Conditions must be in writing, addressed to *Pacira Ireland Limited, Unit 13 Classon House, Dundrum Business Park, Dundrum, Dublin 14, D14W9Y3*, and must be delivered, except as otherwise indicated below, personally or sent by certified or registered mail, return receipt requested, postage prepaid or by nationally-recognized express courier services providing evidence of delivery or e-mail (with confirmation of transmission). The effective date of any notice is the date of first receipt by the receiving party.

24.7 Relationship of the parties

It is expressly agreed that the relationship between Pacira and Customer created by these General Terms and Conditions shall be one of independent contractors, and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in these General Terms and Conditions.

25.0 CUSTOMER SERVICE

For further assistance please contact Pacira by mail, telephone or fax as follows:

E-Mail

Product Orders	euorders@pacira.com
New Customer Set-up information	euproducts@pacira.com
Medical Inquiries	medinfo.eu@pacira.com
Adverse Events:	drugsafety@pacira.com

Phone

International	+31 20 399 9100
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Denmark	80 25 42 31
Sweden	020-12 70 44
Finland	0800 418363
UK	800-949-6911
Ireland	1800 851 250
Austria	0800 232980
Germany	0800 1814919
Belgium	0800 75 875
Netherlands	0800 0235045

Telefax

Product Orders	+31 20-524-1507
Medical Inquire:	+31 20-524-1217
Report Adverse Events	+31 20-524-1319

EXHIBIT 17.0 – RETURN GOODS POLICY

Part I – EXPAREL® Return Goods Policy

General

This return goods policy applies to EXPAREL® products supplied by Pacira.

All product returns require prior authorization from Pacira. Customer must prepay freight for all returns. Pacira does not accept collect returns. If the return is due to a Pacira shipping error, damage in-transit, or involves a product defect, Pacira will issue a prepaid call tag for the freight charges.

Pacira will not credit or accept charges/deductions for administrative, handling, or freight charges associated with the return of product to Pacira or any third-party return goods processor.

All returned cartons must have affixed an RGA (as defined herein) shipping label and must be clearly marked with the RGA number.

All Products will be shipped to Pacira in a safe, secure, and reliable manner, and in compliance with all applicable national and EU laws, regulations, and statutes. It is Customer's responsibility to securely package all return goods to prevent breakage during transit and otherwise comply with laws and regulations. Broken product containers that do not contain any viable product are NOT to be shipped to Pacira. Pacira is not responsible for return goods shipments lost and/or damaged in transit.

Return Authorization

All product returns to Pacira require prior authorization ("Return Goods Authorization" or "RGA"). An RGA must be obtained by contacting Pacira's Customer Service at the contact details set out in Section 25.0 of the General Terms and Conditions of Sales. RGAs must be used within fifteen (15) business days of issuance.

An RGA request must include:

- Invoice/debit memo
- Contact name & phone number
- Detailed list of all applicable products
 - Product name
 - Lot number
 - Expiration date
 - Quantity requested to be returned
 - Reason for return
- Billing address
- Shipping address
- Return originator information (for batch returns, each return originator's information must be provided)
 - Name

- Mailing address

NOTE: AN RGA ISSUED BY PACIRA IS BASED UPON UNCONFIRMED REPRESENTATIONS MADE TO PACIRA AND IS NOT INTENDED TO BE A GUARANTEE OF CREDIT OR A BASIS FOR RELYING UPON CREDIT.

Return Goods Eligible for Credit

Pacira reserves the right to determine, in its sole discretion, whether returned product is eligible for credit. The following return goods are eligible for credit:

- Product in its original container, bearing its original label and for which the lot number and expiration date are legible.
- Expired Product returned within twelve (12) months past expiration date. Product expiration occurs on the last day of the month of the expiration noted on the product.
- Product returned at Pacira's request.
- Products returned due to Pacira's shipping error or damaged in-transit, if reported within five (5) business days of delivery.

Return Goods Not Eligible for Credit

Pacira reserves the right to decline credit and destroy all goods returned, which Pacira determines, in its sole discretion, are not eligible for credit. The following return goods are not eligible for credit:

- Product not in its original container and/or not bearing its original label.
- Product returned prior to expiration. Product expiration occurs on the last day of the month of the expiration noted on the product.
- Product returned more than twelve (12) months past the product's expiration date.
- Product returned more than thirty (30) days after issuance of the RGA.
- Product in which the lot number and/or expiration date is missing, illegible, covered, and/or unreadable.
- Partial returns, unless the returns originator is located in a state in which state law mandates credit to be issued for partial returns.
- Product that has been damaged subsequent to delivery due to improper storage or handling, exposure, or other circumstances beyond Pacira's control.
- Product that was sold expressly on a non-returnable basis.

- Product that is in its original container with a prescription label attached and/or container has been opened.
- Product that has been repackaged, customer-specific labeled, or private labeled.
- Product distributed by Pacira at no charge, including professional samples.
- Product purchased on behalf of other manufacturers, institutions, contract research organizations, or others for use in clinical trials or studies, Phase IV studies, or for charitable donations.
- Product obtained illegally or via diverted means.
- Product that Pacira, in its sole discretion, determines is adulterated, misbranded, or counterfeit.
- Anything returned that is not a Pacira product.

Return Credits

Credit will be issued based on the number of units returned. Credits are intended to cover reimbursement for the net cost of the goods, and no other separate payments shall be provided otherwise.

All credits will be paid via credit memo. Indirect purchasing customers will receive credit through their wholesaler/distributor. Credits must be redeemed within one (1) year of issuance or will be void thereafter.

Any right of deduction or set-off for return goods shipments may only be exercised by Customer following receipt of a properly issued credit memo. **IN NO EVENT IS ANY CUSTOMER PERMITTED TO TAKE A DEDUCTION FOR RETURNED PRODUCTS WITHOUT A PROPERLY ISSUED CREDIT MEMO.**

Products that are eligible for credit will be credited at the lower of (a) lowest historical invoice price for which that specific lot number was sold by Pacira, or (b) the lowest historical contract price in effect for the return originator for that specific lot number, which shall be net of credits, discounts and rebates.

Notwithstanding the foregoing, returns that are eligible for credit, but for which the return originator has not been identified, will be credited at the lower of (a) lowest historical invoice price for which that specific lot number was sold by Pacira, or (b) the lowest historical contract price in effect at the time that specific lot number was sold.

Products returned at Pacira's request will be credited at the lower of (a) current list price, or (b) current contract price for the return originator.

Non-Pacira products returned to Pacira will not be returned to sender and will not be the responsibility of Pacira.

Part II – iovera^o Return Goods Policy

General

This return goods policy applies to iovera^o products supplied by Pacira.

Return Process

All Product returns are subject to the following [iovera^o Returned Goods Policy](#):

- i. Pacira reserves the right to determine, in its sole discretion, (i) whether to accept a Product for return or exchange from Customer and (ii) the eligibility of such Product for credit or exchange.
- ii. All returns of Product; (i) are subject to these General Terms and Conditions; (ii) must be accompanied by a Returned Goods Authorization (“RGA”); (iii) must be made according to Pacira’s then-current returned goods policies and procedures and these General Terms and Conditions; and (iv) must make best efforts to include a copy of the original packing slip or invoice with any returned product.
- iii. Customer must utilize any RGA within thirty (30) calendar days of the date of issuance.
- iv. All returns should be completed via a reputable courier who provides insurance for the full replacement value. Returns should be made to the Authorized Distributor and according to RGA instructions.
- v. If Customer wishes to exchange or receive a credit for a Product due to an order processing or shipment error caused by Pacira, it must promptly notify Pacira in writing and obtain a RGA, within thirty (30) days from the date of invoice.
- vi. Customer shall be responsible for any returned Product that is lost and/or damaged in transit and any shipping costs for returning to Customer any returned Product that Pacira does not deem eligible for return or exchange.
- vii. Credit valued at the invoiced purchase price will be issued for authorized returns upon confirmation of receipt of the product by Pacira. Exchanges issued prior to return of product will be issued at no cost subject to confirmation of receipt of the product by Pacira within thirty (30) calendar days of issuance of the RGA. Pacira is not responsible for returns lost and/or damaged in transit.
- viii. Any product received by Pacira that does not meet all of the above conditions will not be eligible for a credit.