

Acorda Therapeutics, Inc.

Terms and Conditions of Sale
Governing Purchases by Non-Contracted Purchasers

Effective November 18, 2019

Definitions

- **Manufacturer** means Acorda Therapeutics, Inc., and its subsidiary, Civitas Therapeutics, Inc.
- **Purchasers** means non-contracted purchasers of Manufacturer's Products.
- Inbrija™ and Ampyra® are jointly referred to as **Products** and each is sometimes referred to individually as a **Product**.
- ASD Specialty Healthcare, Inc. and Cardinal SPS are each sometimes referred to individually as a **Channel**.

Acorda's Distribution Channels

- **Required Approval.** All Purchasers must be approved by Manufacturer. Approvals are granted on a Product-by-Product and Channel-by-Channel basis. All approval decisions are made in Manufacturer's sole and absolute discretion. Notwithstanding the foregoing, 340B-eligible Purchasers will be approved to purchase inventory at the 340B discounted price for purchases occurring under the 340B program.
- **Chargeback Purchases From ASD Specialty Healthcare.** Properly licensed entities that have been approved by Manufacturer to purchase one or more Products may purchase inventory subject to federal pricing and/or 340B pricing indirectly from ASD Specialty Healthcare, Inc. Indirect purchasing is required for sales made at reduced 340B and/or federal pricing because Manufacturer does not have a chargeback capability for direct purchasers. ASD's contact information is available to eligible 340B and/or federal Purchasers upon request from Manufacturer by calling (866) 351-0074.
- **Non-Chargeback Purchases Through Cardinal SPS.** Properly licensed entities that have been approved by Manufacturer to purchase one or more Products may purchase inventory for commercial use which does not require chargeback processing directly from Manufacturer. These sales are facilitated by Cardinal SPS, Manufacturer's third party logistics vendor. Cardinal SPS' contact information is available upon request from Manufacturer by calling (866) 351-0074.

Scope and Applicability

- These Terms and Conditions apply to sales of Inbrija™ and Ampyra® made in the United States and Puerto Rico to non-contracted Purchasers who purchase inventory directly from Acorda Therapeutics, Inc.
- These Terms and Conditions do **not** apply to sales of Inbrija™ and Ampyra® made indirectly through ASD Specialty Healthcare, Inc. and involving a chargeback. Accordingly, these Terms and Conditions do not apply to 340B Purchasers or to federal Purchasers.

General Terms and Conditions of Sale

- These Terms and Conditions govern all sales of Products at WAC to non-contracted, non-federal Purchasers. They do not apply to contracted Purchasers or to federal purchasers. They do not apply to sales occurring under the 340B program.
- Manufacturer reserves the right to modify these terms and conditions at any time in its sole

and absolute discretion.

- Updated terms and conditions may be posted at *Acorda.com/Products & Research/Products*.
- All sales are in Manufacturer's sole and absolute discretion. A decision by Manufacturer to accept and/or honor any purchase order shall not obligate Manufacturer to accept any future order or make any future sale.

Pricing, Order, and Payment Terms

- All prices are subject to change without notice.
- Order quantities shall be in multiples of 12 cartons for Inbrija and 24 bottles for Ampyra.
- All orders are subject to acceptance by Manufacturer, at its sole and absolute discretion. Orders are not binding on Manufacturer until and unless accepted by Manufacturer. Manufacturer's shipment of Purchaser's order shall constitute Manufacturer's acceptance of such order. Manufacturer reserves the right to modify, reject, or cancel any order.
- All orders will be invoiced at the Wholesale Acquisition Cost (WAC) in effect on the date of, and at the time of, order acceptance.
- All orders will be shipped FOB Destination, with title and risk of loss transferring to the Purchaser upon receipt at the Purchaser's dock or facility.
- Payment terms for **Inbrija** are **2% 30/Net 31**, for payments by mail and **2% 34/Net 35**, for payment by EFT. Invoices paid outside of these terms shall be payable at full invoice price, with no exceptions permitted.
- Payment terms for **Ampyra** are **1% 30/Net 31**, for payments by mail or **1% 34/Net 35**, for payment by EFT. Invoices paid outside of these terms shall be payable at full invoice price, with no exceptions permitted.
- Notwithstanding the preceding paragraph, all orders shall be subject to credit approval by Manufacturer. Any cumulative accounts payable balance maintained at any time by Purchaser shall not exceed Purchaser's credit limited as determined by Manufacturer in its sole and complete discretion. Manufacturer shall have the right to adjust Purchaser's credit limit at any time.
- To secure Purchaser's payment obligations to Manufacturer, Manufacturer reserves and Purchaser grants to Manufacturer a purchase money security interest in the purchased Product inventory, together with any and all proceeds from the sale or other disposition of such purchased Product inventory, whether voluntary or involuntary, including without limitation money, cash or cash equivalents, accounts receivable, contract rights, chattel paper, documents, instruments, or otherwise, now existing or hereafter arising from or related to such purchased Product inventory. Purchaser authorizes Manufacturer to file any and all documents or instruments, including without limitation financing statements and continuation statements, which are reasonably necessary to perfect or continue such security interest. Purchaser may, pursuant to a separate instrument, grant Manufacturer a security interest in collateral other than the aforescribed, and to the extent that Purchaser provides this instrument, those security interests shall be in addition to, and not in conflict with, the security interest granted herein.

Own Use

- Product purchased by Purchaser shall be used by Purchaser solely for dispensing to its own patients pursuant to valid prescriptions. Purchaser shall not wholesale Product.

Discounts

- Any discounts, rebates, incentives, or other price concessions or reductions in price provided

or allowed by Manufacturer to Purchaser may constitute a discount within the meaning of Section 1128B, subsections (b)(3)(A) and/or (b)(3)(C), of the Social Security Act (42 USC § 1320a-7b(b)(3)(A) and 42 USC § 1320a-7b(b)(3)(C)). Purchaser may have an obligation to properly disclose and appropriately reflect such discount to any state or federal program that provides cost or charge based reimbursement to Purchaser for the items to which the price concession applies. Purchaser agrees to make proper disclosures of any and all discounts, rebates, incentives, or other price concessions or reductions in price. Purchaser agrees to comply with all applicable laws when seeking reimbursement from any government entity for Products.

Warranty

- Manufacturer warrants that, as of the date of shipment of Product to Purchaser, Product shall, in all material respects, (i) not consist of articles which may not be introduced into interstate commerce pursuant to the requirements of Section 505 of the FDCA; (ii) be manufactured in accordance with current FDA Good Manufacturing Practices as required by 21 CFR §§ 210 and 820; (iii) not be manufactured, sold, or shipped in violation of any applicable federal, state, or local laws or regulations; (iv) not infringe upon the patents or trademarks of any third party; and (v) have been approved by the US Food and Drug Administration for commercial marketing within the United States. This warranty is in lieu of all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

Limitations of Liability

- **EXCEPT AS EXPRESSLY PROVIDED ABOVE, MANUFACTURER PROVIDES NO WARRANTY FOR PRODUCTS. IN NO EVENT SHALL EITHER PARTY HERETO BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES OF ANY KIND (WHETHER ARISING UNDER CONTRACT, IN TORT, OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF THE PARTY TO BE CHARGED THEREWITH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE OR EXEMPLARY DAMAGES.**

Conflict with Laws

In the event that observance of any one or more provisions of these Terms and Conditions would cause a violation of applicable federal, state, or local statutes, regulations, or rules, such provision(s) shall be deemed null and void to the limited extent necessary to render these Terms and Conditions, as so modified, consistent with such statutes, regulations, or rules.

Return Goods Policy

Product returns for Ampyra and/or Inbrija are permitted **only** for the following reasons, and are subject to the conditions and requirements described below.

- *Damage visible upon receipt*
 - Purchaser must notify Manufacturer of the damage within THREE (3) BUSINESS DAYS of Purchaser's receipt of the damaged inventory.
 - Advance authorization for return is required. See below.
- *Concealed damage*
 - Purchaser must notify Manufacturer of the damage within TEN (10) BUSINESS

- DAYS of Purchaser's receipt of the damaged inventory.
- Advance authorization for return is required. See below.
- *Inventory shipped in error*
 - Purchaser must notify Manufacturer of the erroneous shipment within THREE (3) BUSINESS DAYS of Purchaser's receipt of the shipment.
 - Advance authorization for return is required. See below.
- *Returns due to recall*
 - Please wait until you hear from Acorda regarding how to handle the recall. Acorda will provide replacement product free of charge and will cover Purchaser's reasonable costs incurred in returning Product.

In cases involving inventory damaged prior to Purchaser's receipt or inventory shipped in error, Purchaser must obtain written authorization from Manufacturer prior to returning inventory by calling Acorda Customer Service at 866-351-0074 within the time limits specified above. Please have all pertinent information, such as the purchase order number, NDC, lot number, and quantity available when calling. Manufacturer may provide such written authorization to Purchaser via email.

Upon receipt of returned damaged inventory, Manufacturer shall ship replacement Product to Purchaser, subject to confirmation of damage.

Upon receipt of returned inventory that was shipped by Manufacturer in error, Manufacturer shall issue credit for any charges incorrectly made to Purchaser's account.

If Purchaser requires the return of product for any other reason, including without limitation product expiry or product damage occurring while in Purchaser's control, Purchaser may return said product to the following address FOR DESTRUCTION ONLY with no credit being issued and no replacement product provided:

Acorda Therapeutics, Inc.
15 Ingram Blvd., Dock 43
LaVergne, TN 37086
Attn: Returns Dept.

Any Product returns to Manufacturer that are inconsistent with this Return Goods Policy will be subject to destruction. No credit shall be issued and no replacement Product shall be provided to Purchaser for returns that are inconsistent with these provisions.

--END--