

ORDERS

All orders are subject to acceptance by Wyeth and should be sent to:

WYETH
Customer Service - Order Department
P.O. Box 1773
Paoli, PA 19301-1773

	<u>Phone Number</u>	<u>Fax Number</u>
National Accounts	800-964-6374	800-373-3291
Wyeth Vaccines (Physicians)	800-572-8221	484-563-7350
Prevnar [®] Customers	800-PREVNAR	484-563-0056
Pharmacies and Other	800-666-7248	484-563-0012
Federal Government	800-753-9938	484-563-0825
Wyeth Oncology and Hemophilia	888-440-8100	484-563-0057
Baxter (Zosyn [®] frozen Galaxy [®] containers)	888-229-0001	888-229-0020
Puerto Rico Customers	800-981-4748	787-781-4859

A minimum order of \$1,000.00 at customer acquisition prices is required for Wyeth products. For orders less than \$1,000.00, a \$15.00 handling charge will be added. Orders received after 8:00 PM Eastern Standard Time will be deemed as being received the following business day.

Exceptions:

- All Physician Customers
- All Government Customers
- Special Promotional Opportunities
- Orders for Backordered Products

Wyeth reserves the right to limit orders by package within any given month based on an individual customer's purchase history. If an order is received above the allowance, Wyeth reserves the right to cancel the excess amount.

PRICES

Wyeth's prices and quotations are subject to change without notice. Price changes take effect immediately upon notification to customer. Wyeth's policy is to communicate price changes at the close of business on the day prior to the effective date.

Any change in market value, after a sale has been made, will not be recognized as a basis for claim either by or against the customer.

Prices are subject to all taxes, excises or other charges levied by any government (national, state or local), upon the sale, consumption or use of the products listed herein.

TERMS

Wyeth's standard payment terms are 2% 30 days, net 31 days from the date of invoice unless otherwise stated on the invoice.

Wyeth accepts EFT payments. Please contact Wyeth Account Receivable (800-523-7880) to establish this payment method.

F.O.B ORIGIN

Title to and risk of loss of merchandise passes at the time of delivery to common carrier.

CREDIT CARD POLICY

Wyeth will accept MasterCard and VISA as a payment option for direct purchases of Wyeth products. For important information concerning the use of your credit card for the purchase of Wyeth products, including additional payment options for Prevnar, please contact:

WYETH
Customer Service - Order Department
Phone: 800-666-7248
Fax: 484-563-0012

RETURNED GOODS POLICY

All returns must be forwarded PREPAID to Wyeth's Returns Processor along with a Wyeth Return Goods Label. For labels and shipping information, please call 866-608-3942.

All returns will be credited to a customer's direct account with Wyeth. If a customer does not have a direct account, one will be established. Wyeth reserves the right to promptly destroy all merchandise returned to Wyeth's Returns Processor that is or is not eligible for credit or exchange.

Exceptions:

Complaint Merchandise - Hold product and contact the nearest Wyeth office or sales representative for prompt handling or call Wyeth's Product Quality Division at 800-999-9384.

Order errors - i.e. shipment errors created by Wyeth.

At Wyeth's discretion, credit or exchange will be provided at the lower of current or invoiced price.

Returns will be allowed for:

- Products with 6 or less months valid dating remaining
- Products returned within one year after their expiration date
- Partial credit for unused portions
- Products sold in packages containing more than one unit - credit will be based on the actual number of unopened single unit packages returned

Wyeth reserves the right to withhold credit or exchange and require proof of purchase for product not supported by purchase history with Wyeth.

No credit for partials for all biological products.

Returns will not be allowed for:

- Products that have more than 6 months valid dating remaining
- Products returned more than one year after their expiration date
- Product with a prescription label attached
- Packages designated as "non-returnable"
- Vaccine or biological supplies purchased through the Federal Vaccines for Children Program or from any government agency
- Antivenin - 100% Non-Returnable
- Zosyn[®] frozen Galaxy[®] containers - 100% Non-Returnable

Oncology and Hemophilia Products

Wyeth will allow credit for Neumega[®] and Hemophilia products (BeneFIX[®] and ReFacto[®]) at the lower of current or invoiced price under the following conditions:

Dated Products

Wyeth will allow credit for products with 6 or less months valid dating remaining or returned within one year after their expiration date. Credit for products sold in packages containing more than one unit will be based on the actual number of unopened single unit packages returned.

Exceptions:

No credit will be given for individual components of multi-component packages or partially used vials or vials where the seal has been removed.

Please call Wyeth Oncology and Hemophilia Customer Service at 1-888-440-8100 for additional information and to obtain the required authorization for processing returns.

CLAIM MERCHANDISE

Credit or exchange will not be allowed for any merchandise damaged by insurable catastrophes such as fire, smoke, etc. or involved in sacrifice, salvage, bankruptcy or fire sales. Uninsurable catastrophes will be considered on the individual merits of each situation.

REPACKAGED PRODUCTS

Credit for repackaged products will be issued at 25% of the current direct price (of the original package shipped from Wyeth) at the time of return.

Credit will not be provided for:

- Partial packages
- Products in containers without tamper evident induction seal
- Products where the package label does not show the NDC number, lot number and expiration date
- Premarin Bulk Packages
- Wyeth Oncology and Hemophilia Products

PURCHASE FOR OWN USE

Sales by Wyeth to government agencies and other institutions (Federal, State, City, Charitable, etc.) are made with the express understanding and agreement that the merchandise purchased by them is for their sole use and is not sold by them for further sale or resale.

TRANSPORTATION CHARGES

Wyeth prepays transportation charges via the carrier of its choice. If customers request shipment by another carrier, which results in higher transportation charges, customers will be billed for the additional expense.

DAMAGE, SHORTAGE AND LOSS

Wyeth will process and file all claims against transportation companies for loss of or damage to Wyeth's shipments, if the customer:

1. Makes notation on the delivery receipt and reports to Wyeth, within seven business days, any loss or damage evident at the time of delivery;
2. Reports any concealed loss or damage to the carrier, obtaining the carrier's inspection within 15 days after receipt of the shipment, and furnishes Wyeth with the carrier's inspection report.

In cases where damage, shortage or loss is not due to transportation causes, and a customer promptly reports to Wyeth any such damage, shortage or loss, Wyeth will adjust such claims as are directly traceable to any fault or negligence on the part of Wyeth. Even exchange or credit will be allowed for the loss or damage evident at delivery time, if it is noted on the carrier's delivery receipt and reported to Wyeth within seven business days.

Notwithstanding the foregoing, any and all such claims must be made within 12 months after receipt of shipment.

PERISHABLE PRODUCTS

Certain products require special temperature storage conditions and precautions in accordance with the caution label attached to each package. Therefore, Wyeth will not accept responsibility for any losses sustained through failure to store or handle as directed by the product label.

PACKAGING AND LOOSE LABELS

Wyeth will not supply loose labels or empty labeled cartons nor accept responsibility for any products not labeled under Wyeth's immediate supervision and direction.

GUARANTEE

Since Wyeth cannot control the conditions or circumstances under which its products may be administered, Wyeth can guarantee only the identity and quality of ingredients used in the products at the time of manufacture and the care and skill exercised in Wyeth's manufacturing processes. All products of Wyeth are guaranteed to fulfill the requirements of all applicable federal laws and regulations.

POLICY CONCERNING LIABILITY

It is a policy of Wyeth that if a product liability lawsuit is filed against a distributor of Wyeth products, and in the case of a pharmacy, any pharmacist in its employ, arising out of the dispensing or sale of a Wyeth product, Wyeth will indemnify, defend, and hold the distributor, and/or any pharmacist in its employ, harmless against such lawsuits provided the lawsuit does not arise out of the negligence of the pharmacist or any employee of the distributor or from warranties not authorized by Wyeth. When another manufacturer's product has been dispensed in filling a prescription for a Wyeth product, Wyeth naturally cannot and will not assume the defense of the pharmacy or pharmacist.

The aforementioned policy applies provided: (a) the distributor provides Wyeth with prompt notice of any such claim or suit, directed to Wyeth's administrative offices (P.O. Box 8299, Philadelphia, PA 19101); and (b) the distributor permits Wyeth to handle the defense of any such claim or suit, and that it cooperates fully in such defense.

In the case of prescription pharmaceuticals, the distributor must also maintain adequate records to show that a Wyeth product was lawfully distributed and permit Wyeth to examine and use such records.

The aforementioned policy pertains to injuries, which are alleged to have occurred after November 1, 1976.

AUTHORIZED DISTRIBUTOR PROGRAM

Wyeth Pharmaceuticals has established criteria for its distributor customers to maintain Authorized Distributor status. Effective June 1, 2005, Wyeth Pharmaceuticals will only honor distributor orders from accounts recognized as Authorized Distributors.

To be considered a Wyeth Pharmaceutical Authorized Distributor, the distributor and its subsidiaries, shall meet certain obligations. Authorized Distributors of Wyeth shall:

- During the designated twelve (12) month period (fourth quarter of the previous year through the first three quarters of the current year), demonstrate aggregated net sales of at least \$50,000 (U.S. dollars) in Wyeth Pharmaceutical Products as listed in the Wyeth Price List.
- Purchase Wyeth Products only from Wyeth or another Authorized Distributor designated by Wyeth.
- Shall not source, purchase, trade, exchange or otherwise obtain Wyeth Products from entities other than Wyeth or another Authorized Distributor as listed on the then current Wyeth Authorized Distributor list.
- Agree to abide by the Wyeth Trade Policy.
- Purchase Wyeth Products and shall take reasonable efforts to sell solely for resale in the United States and its territories and possessions to pharmacies, wholesalers or end users who are patients or consumers, or to customers who are licensed by the states in which they operate for their own use in the provision of health care to their patients or for distribution to their own consumers, customers, or to other Authorized Distributors.
- Maintain its wholesale distributor license in good standing in each state where it has operations and shall immediately upon receipt, forward a copy of all renewed licenses to Wyeth. Failure to submit a copy of a renewed license to Wyeth, may lead to suspension of further shipments of Wyeth Product to Authorized Distributor until such license(s) is provided.
- Shall notify Wyeth within fifteen (15) business days of its termination, suspension, revocation, forfeiture or non-renewal of its wholesale distributor licenses for any location where it has operations.
- Maintain its account in good standing with Wyeth.

Wyeth will continuously update and publish our list of Authorized Distributors via the web. To view the list, go to www.wyeth.com/products/prescription.

The integrity and safety of our products is of utmost concern of Wyeth, and your support in this program will enable us to bring a higher level of confidence to healthcare providers and consumers regarding the Wyeth Pharmaceutical products they purchase.

SYMBOLS & NATIONAL DRUG CODES

KEY TO SYMBOLS USED IN THIS PRICE LIST

- ® Registered Trademark
- Rx Federal Law Prohibits Dispensing Without a Prescription
- TM Trademark
- NDC National Drug Code

NDC NUMBER LABELER CODES

- 0005 Wyeth Pharmaceuticals Division
- 0008 Wyeth Pharmaceuticals Company
- 0046 Wyeth Pharmaceuticals Inc.
- 0206 Wyeth Piperacillin
- 58394 Wyeth Biopharma