ALLEGIANT HEALTH
CUSTOMER INFORMATION GUIDE

Allegiant Health's mission is to earn the trust of every customer, every day, by developing, manufacturing and supplying premium quality, good value, over-the-counter (OTC) pharmaceutical products and nutritional supplements to the worldwide market through advanced technology, great teamwork, tireless dedication and execution of sound business practices.

ALLEGIANT HEALTH
75 North Industry Court
Deer Park, NY 11729
631-940-9000
www.allegiant-health.com

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ALLEGIANT HEALTH CORPORATE HISTORY

Allegiant is a proven sourcing partner for over 20 years.

March 1995
Registered for pharmaceutical manufacturing business in the State of New York

May 1996
Opened for business in Hauppauge, New York after completing facility renovation and obtaining FDA and NYS regulatory clearance

August 1996
Formal entry into the U.S. marketplace with the shipment of acetaminophen products

August 2010
Construction completed on the new 80,000-square-foot state-of-art manufacturing facility in Deer Park, NY while keeping the operation at the original facility in Hauppauge, NY.

November 2011
Production started at the new Deer Park Facility

June 2012
Opened a new 80,000 square foot distribution warehouse in Hauppauge, NY

July 2014
Allegiant Health was founded as an independent business entity from the original division of A&Z Pharmaceutical located in Deer Park, NY. FDA registered with CDER for manufacture, packaging and testing of OTC products.

October 2017
Allegiant Health registered with FSAN to manufacture and package Supplements

October 2018
Allegiant Health receives USPTO Trademark for PerkUp energy booster.

General Information

Allegiant Health is a vision-driven organization that is widely recognized for expertise in the manufacturing and marketing of quality pharmaceutical and nutritional supplement products for better health. Our investments in leading-edge technologies and innovations have enabled Allegiant Health to quickly evolve into an industry powerhouse that offers 100+ OTC (over-the-counter) formulas and nutritional supplement products.

Allegiant Health's business platform will continue to emphasize a commitment to total customer satisfaction as a prominent player in the private label, contract manufacturing and brand development business verticals. We pride ourselves in extensive R&D, comprehensive marketing, meaningful consumer education and specialized promotional programs.

Corporate Headquarters and Operational Facility

Allegiant Health
75 North Industry Court
Deer Park, NY 11729

Tel. (631) 940-9000
Fax:(631) 940-9591
website: www.allegiant-health.com

Key Contacts

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Establishment Registration

FDA CDER Registration #: 3001195380
FDA Labeler Code #: 69168
FDA FSAN Registration #: 10931458166
UL Certificate Registration #: 12-79557
New York State Board of Pharmacy Registration #: 033228

Brief description of the facility

Allegiant Health Corporate Headquarters and manufacturing facility is located in Deer Park, NY, which is located in the central part of Long Island. It is approximately 40 miles east from New York City. The plant is situated in an industrial business park, surrounded by both manufacturing and non-manufacturing businesses.

Total site area	86,000ft^2
Administration	10,000ft^2
Quality Control	1000ft^2
Production	36,000ft^2
Storage facility	27,000ft^2
Infrastructure	1,000ft^2

Allegiant Health logistics warehouse is located in Hauppauge, NY, approximately 7 miles east of Corporate Headquarters. The warehouse is situated in an industrial business park.

Total site area	80,000ft^2

Allegiant Health Capacity

8 billion Dose Manufacturing Capacity

60 million Unit Packaging Capacity

100+ OTC and Nutritional Supplement Products

Allegiant Health's Capabilities Include:

- Prime private label manufacturer of National Brand Equivalent (NBE) OTC pharmaceuticals
- Contract pharmaceutical manufacturing and packaging
- FDA registered and fully compliant with cGMPs
- UL tested and certified
- Industry-leading R&D and technical support
- Global sourcing and cost reduction strategies
- Competitive pricing
- International logistics expertise

Private Label

Private label over-the-counter (OTC) pharmaceuticals and nutritional supplements represent the fastest growing sectors of the healthcare market. By partnering with Allegiant Health, private label partners receive cost-effective, convenient solutions, as well as the confidence that their product is made precisely to the highest standards of quality.

Allegiant Health's portfolio includes over 100 over-the-counter (OTC) pharmaceuticals and supplements. Our scientists regularly create custom formulas that effectively meet specific market demands and adhere to the strictest quality guidelines and safety protocols of the FDA and GMP.

The Allegiant Health private label solution is complete:

- Customized pharmaceutical and supplement packaging
- Flexible container options
- Precision labeling
- Multiple reliable fulfillment options

Allegiant Health's product portfolio includes:

- Analgesics
- Cough & Cold
- Allergy
- Stomach & Laxatives
- Antacids
- Sleep Aids & Alertness Aids

Contract Manufacturing

Contract manufacturers rely on Allegiant Health for efficiency, experience, and dependability. Our flexibility enables us to meet any partner's over-the-counter (OTC) pharmaceutical or nutritional supplement manufacturing expectations.

Allegiant Health applies first-class research and scientific expertise to the process of developing custom, innovative custom formulas. As with all production and manufacturing at Allegiant Health, stringent quality control, including testing and batch validation, ensures that all products meet the highest standards through every phase of development, execution and delivery.

Allegiant Health's contract manufacturing capabilities:

- Research and development
- Innovative and custom formulation
- Analytic testing methodologies
- Pilot batch validation
- Process optimization, validation and troubleshooting
- Flavoring technology
- Ready-to-ship inventory
- On-time delivery and logistics systems
- Contract marketing, packaging and fulfillment solutions

Contract Packaging

Allegiant Health's state-of-the-art pharmaceutical and supplement packaging, design and distribution services are characterized by rigid protocols. These systems are in place to ensure that all products, packaging and labeling comply with product safety measures to complete satisfaction of customer requirements and Federal guidelines. Allegiant Health's manufacturing protocols are designed to promote rapid delivery with capabilities that can accommodate even the most aggressive production deadlines.

Allegiant Health is a full-service and dependable manufacturing partner with contract packaging capabilities including:

- Blister packaging
- Tamper-evident screw, snap and child-resistant safety closures
- Cardboard
- Experienced design and marketing team

Plus, rigid protocols such as:

- Product line isolation
- Third-party label compliance testing
- Batch testing

Graphic Design

As part of a complete solution for our clients, Allegiant Health houses a full-service graphic design department with extensive experience building and supporting branding efforts. Being a market leader in over-the-counter (OTC) pharmaceutical and vitamin supplements, Allegiant Health recognizes that winning market share is accomplished through effective branding and superior, high-quality products. A product's presentation is often a key differentiator in the consumer buying process. Our highly skilled marketing department creates impactful branding approaches that communicate the quality of national brand equivalents and convey a sense of reliability and trust.

Allegiant Health's creative department is trained and experienced to understand customer goals. Our department is adept at creating brand marketing that perfectly matches the look and feel of nationally recognized brands, visually expressing quality, effectiveness and innovation. Our creative services team works closely with clients to distill and communicate their brand identities in the most compelling, market-smart manner.

Design capabilities include:

- Logo design and identity creation
- Packaging and package design
- Point-of-Purchase (POP) display and structural design
- Marketing support collateral
- Trade show graphics
- Advertising and outreach
- Websites
- Video

All marketing communications follow the protocols and guidelines required by the FDA and other regulatory bodies.

Distribution

Allegiant Health's inventory and distribution management center is an indispensable customer resource. The distribution center works in tandem with the production facility to ensure that customer goals are achieved from manufacturing through distribution.

This includes:

- Advanced computer technology
- Freight forwarding
- Inventory management
- Logistics management
- Ready-to-ship inventory
- Superior customer response
- Sustainable capacities
- Warehousing

Freight Forwarding

Product distribution is never a second thought or a last-minute decision at Allegiant Health. Allegiant Health's freight forwarding professionals focus on accurate communication and on-time delivery, mitigating drayage costs and ensuring that products are available to the market virtually on demand.

Our highly trained distribution management and logistics experts negotiate with carriers to offer customers the most comprehensive, efficient and cost-effective methods of delivery.

Customer Service

Allegiant Health listens to our clients. This enables us to achieve their goals, swiftly and accurately. Our Customer Service Representatives are available to assist with product information, product availability, product shipping information or whatever other assistance clients require. Maintaining a client's trust and satisfaction is our goal; it drives Allegiant Health's customer service philosophy.

We support our Customer Service Team through training and technology. We recently installed new computer systems that include advanced customer service software to quickly and accurately access all pertinent client information for immediate support. We ensure that we handle inquiries promptly, offering our clients exceptional turnkey solutions.

Quality Assurance & Testing

Quality assurance and testing is a top priority at Allegiant Health. Every year we invest significant resources into extensive training programs making certain our associates achieve the highest levels of quality execution in operations and ensuring that premium, high-quality products will be consistently manufactured.

Allegiant Health's operational activities are constantly monitored by the company's Quality Assurance Team, ensuring complete conformance with cGMP standards, as required by the FDA. The consistency, efficacy and safety of Allegiant Health's manufacturing processes are accomplished by implementing industry-leading,

comprehensive quality assurance protocols. The company's QC Laboratory is equipped with a variety of highly sophisticated instrumentation and technology including: High Pressure Liquid Chromatography (HPLC), Infrared Spectrophotometry (IR), Ultra Violet-Visible Spectrophotometry (UV-Vis), Dissolution Apparatus and Accelerated Stability Chamber. All product testing is performed according to official compendia and the highest industry standards.

Allegiant Health's Quality Assurance and Testing Protocols feature:

- cGMP compliance and investigational testing
- Quality assurance validation and documentation
- Raw materials and finished product testing
- Validation and stability testing

Quality Control

The Quality Control Laboratory is a key component and the centerpiece of Allegiant Health's commitment to quality. This state-of-the-art facility is fully equipped with advanced instrumentation including: HPLC, UPLC, GC, Dissolution, FTIR, Atomic Absorption Spectrometer and Fluorescence Spectrometer. The lab has an exceptional staff of chemists and scientists with educational pedigrees ranging from BS degrees to PhDs.

The primary lab functions are focused on quality control of raw materials and finished goods including:

- Analytical method development and validation
- Verification of compendial and non-compendial analytical procedures
- Stability programs under accelerated and room temperature
- Analytical support for drug development
- Process and cleaning validation

Regulatory Affairs

Allegiant Health is fully compliant with all applicable State and Federal regulations. The company is a registered and audited cGMP facility. Other regulatory specific data points:

- FDA: Code of Federal Regulations Title 21, Part 211; current Good Manufacturing Processes for Finished Pharmaceuticals
- Certified through UL's (formerly STR/Shuster) "Retail Certification Program" and holds the A-CLASS and STR-R cGMP OTC Drugs Registered Marks
- FDA CDER Facility Number: 3001195380
- FDA FSAN Facility Number: 10931458166
- New York State Board of Pharmacy Facility Number: 030595

Allegiant Health Shipping Guide

Allegiant Health is dedicated to providing accurate and controlled shipping operations between our organizations.
To facilitate a smooth process and to clarify the roles and responsibilities of each organization, we would like to present the following general shipping terms and conditions. We encourage you to read the following in its entirety.

Preferred Carriers – Logistics is a pivotal aspect of our day to day business and we work to ship your requested product to you as efficiently as possible. Your feedback on how to do this is very important. If you find that there are certain carriers that consistently meet your company's expectations with regard to honoring set appointments, causing very little damage to freight, or simply offering a level of service that sets them above the rest, please advise us and we will make every effort to work with them. Conversely, if there are carriers that you wish us to avoid, and you choose not to do business with them, we will make sure not to route any shipments through those identified organizations.

Free on Board (Collect Customers) – Our goal is to advise our "F.O.B." customers the same day that your order has been pulled and is ready for pick up. We do this via e-mail, unless otherwise specified. We ask that the Bill of Lading for the Carrier assigned to pick up your shipment be forwarded by e-mail to: custrelations@allegiant-health.com so it may be provided to our shipping department. We do hold our F.O.B. customers to the expectation that product be picked up from our facility within 5 business days of our initial contact. We will attempt to follow up with you if there has been no response. However, after the 5th business day has elapsed, the product will be returned to stock at a $25 per pallet restocking fee or if requested, held complete for a $25 per day storage fee.

- As an additional service to our Free on Board customers, we can provide "One Time" shipping quotes using our network of Broker/Carriers to provide a wide range of delivery and pricing options so that you may avoid negotiating with freight companies. We work with many national carriers, as well as some of the most trusted Brokerage firms in the freight industry. We will you provide a list of options which includes the carrier, the cost, and the transit time for each. Once you make a selection, our Logistics department will arrange for the pickup and delivery. The quoted cost would then be included on your invoice in addition to a small fee of $25.00 for Handling. *(Please see the example below*)*

CARRIER	*COST*	*TRANSIT TIME*	*HANDLING*	*TOTAL INVOICED*
Central Transport	$130.78	3 days	$25.00	$155.75
Roadrunner Freight	$128.49	4 days	$25.00	$153.49
YRC Freight	$168.88	2 days	$25.00	$193.88

Freight Charge Backs – For our customers that currently hold a "Prepaid" status for your contracted freight arrangements, we have made a concerted effort to ship to you as efficiently and economically as possible by selecting the most reliable carriers and absorbing any of the pricing fluctuations that are notorious in the shipping industry. That said, we do find it necessary to begin invoicing customers directly for any additional charges incurred at the time of delivery that are above and beyond the agreed upon terms of our contract. These additional charges will include the following unforeseen freight costs, as well as any other fees above the routine terms:

- ***Lumper Fees*** – There is an additional cost for the carrier to stand down as outside laborers are used to unload a trailer. This cost will constitute a charge back as invoiced by the carrier.

- ***Sort and Segregate*** – When multiple items are shipped on a single pallet, many receivers will require the driver to handle the product and place each item on a separate pallet. The amount of handling required correlates to the number of items shipped on the pallet. If not advised that this is a required service at the time of contract this will constitute a charge back as invoiced by the carrier.

- ***Detention Fees*** - All of our carriers are required to contact a customer's receiving department and arrange for a "Delivery Appointment". The average carrier will allot anywhere from and 60 to 90 minutes beyond the set appointment before they begin charging for being held in queue to unload their freight. The cost of this hold time will constitute a charge back as invoiced by the carrier.

- ***Shipments Redirected in Transit*** – On occasion we may have a customer with multiple warehouse locations that may be unable to accept freight at their designated delivery site at the appointed time. There may be a request to redirect the shipment to secondary site that can handle the volume. The additional cost incurred for this change will constitute a charge back as invoiced by the carrier.

- ***Other***- Any other non-routine charges incurred will constitute a charge back as invoiced by the carrier.

Reporting Shipping Discrepancies – In an effort to streamline the reporting process for Damages, the receipt of incorrect product, or short shipments, Allegiant has previously provided a copy of our Product Grievance Report. We ask that we be advised of any discrepancy within 72 hours of receipt of your product by submitting the appropriate documentation to orders@allegiant-health.com. Your submission with be acknowledged within 24 hours and the progress of your claim can be tracked by referring to your Purchase Order number. Allegiant will provide a follow up report within 3 business days of grievance receipt. It is important to note that we will not acknowledge any claim unless submitted in writing by using the supplied Product Grievance Form or other similar reporting form. Any payments submitted short will result in invoicing being submitted to your Accounts Payable department for the pending balance.

Shipment Verification Policy – Proof of Delivery

As a valued customer of Allegiant Health, we want to assure accurate deliveries of our products to you. To assure accuracy of each shipment, Allegiant prepares internal documents for each shipment, including a Pick Slip which is hand checked and verified, a pallet sheet summary, and a Bill of Lading listing number of cases, weight and number of pallets. When the carrier accepts the shipment from our dock, it is signed and accepted by the carrier as complete and intact.

This combination of documents and verifications should assure an accurate delivery. However, Allegiant recognizes that mistakes at Allegiant, or damages or loss during transport, can occur. Therefore, in order to properly investigate errors or transport issues, we must rely on our customer's verification **at time of receipt**. This verification of case count and case damage must be documented on the carrier's Proof of Delivery (POD) form at the time of delivery, as this is the only means by which we can assure proof of delivery and condition of shipment with our carrier. Please note that your signature on the POD exonerates the carrier of any liability and therefore, leaves Allegiant with no recourse with the carrier.

As such, once a shipment is received into your warehouse, and the POD is signed as complete and without damage, no further damage or shortage/overage report can be processed by Allegiant. Of course, if upon opening cases at a later date, you should identify a unit issue, we will process and investigate that issue immediately upon your identification and report to us.

We require that all POD signatures and notations represent final receipt condition, and as such we must require you to note any shipment issues on the POD. As well, to expedite a grievance response, we strongly encourage you to use our Product Grievance Report Form.

Forecast / PO Scheduling Optimization

As part of our efforts to assure that you receive your products on time and as needed, Allegiant Health is requesting a rolling forecast and secure PO schedule from you. This forecast, and associated POs, will allow Allegiant to allocate the proper resources to satisfy your needs, thereby assuring an optimal production and delivery schedule.

For our Private Label, Bulk Order, and Contract Packaging customers,

In order to assure the highest level of on-time delivery, we ask that you partner with us in planning and forecasting your needs.

For our customers who already provide forecasts, we thank you.

For our customers who do not currently provide forecasting, Allegiant is requesting submission of a minimum, 6 month rolling forecast with POs due a minimum of 30 days prior to your requested ship date. We request submission of this forecast as soon as possible, but no later than January 15 to secure your Q1 orders.

If you need help forecasting, our Planning Department can build a forecast for you based upon your order history. If you wish to enlist our help, please contact our Customer Service Department at orders@allegiant-health.com and request a forecast. Once you receive the forecast, we ask you to make any necessary adjustments and submit with approval within 15 business days.

Unfortunately, customers who do not provide a forecast will have their order status placed in the "made-to-order" category which may result in delays of availability, as we will await your order before placing material requisitions and/or production time slots.

We will continue to solicit a forecast from you on a routine basis which, if you accept, will move your product out of the "made-to-order" category and back into the scheduled queue. Please understand that "made-to-order" production and delivery can take up to 8-10 weeks.

For our Health A2Z customers,

Allegiant makes every effort to assure inventory of all Health A2Z products, however, during times of heavy ordering or delays from material suppliers, a forecast will help assure that your inventory is allocated and available.

Finally, for all of our customers,

Allegiant understands that emergency situations can arise, and your inventory can run unexpectedly low. During these times, we encourage you to submit emergency POs for our "made-to-order" queue or available stock inventory. In response, we will expedite your order as quickly as is feasible and will provide you with a target date for delivery.

Label Creation/Change Policy

As a service to our customers, Allegiant Health offers support for product label creation and changes for Private Label customers. This offer is made to our customers for products manufactured and/or packaged by Allegiant and distributed to your company.

Allegiant employs experts in both label content requirements and label artwork. Our internal staff has over 15 years' experience creating compliant and artistically mastered labels. Our team will work with your team to prepare and approve your new labels.

If you are interested in taking advantage of this service, please contact our Quality Department at 631-940-9000 x139.

If a needed label change results from an error in label creation by Allegiant or a change to an Allegiant supplier, there is no fee for this service.

If the label change is initiated by you (ie: new logo or colors), or if the change is required by an FDA regulatory change, the fee for this service is $500 for labels with reference art.

For new labels, the fee is $1000 for creating new art and label.

FDA Label Submission Policy

As per FDA requirements, all OTC labels must be submitted prior to market introduction. Subsequently, if any changes are made, the revised labels must be submitted annually to the FDA. If there are no changes, an annual "no change" certification must be made with the FDA.

As a service to our customers, Allegiant Health offers annual label submission for Private Label customers through the FDA SPL portal. This offer is made to our customers for products manufactured and/or packaged by Allegiant and distributed to your company.

Any label changes performed in a calendar year, for a submitted label, must be re-submitted by the end of June (for changes made between January and June) and by the end of December (for changes made between July and December). As well, any new labels for new products must be submitted immediately. If there are no changes to your labels in the calendar year, resubmission is not required.

Allegiant will submit the labels and verify receipt and approval.

Once Allegiant submits your labels, you will receive a communication from us indicating that submissions have been completed.

If the label change resulted from an error in label creation by Allegiant or a change to an Allegiant supplier, there is no fee for this service.

If the label change was initiated by you, or if the change is required by an FDA regulatory change, the fee for this service is $100/label submitted for the calendar year.

To take advantage of this service, please contact our Quality/Regulatory staff at 631-940-9000 x139.

Regulatory Support Policy

As a service to our customers, Allegiant Health offers Regulatory Support to help you navigate through the hurdles of the submission and approval process.

Allegiant employs a highly skilled Regulatory staff with over 20 years of experience in Domestic and International

registrations and submissions. Your registration process requires significant documentation and a professional submission package. We offer support completing International Dossiers, acquisition of FDA Certificates of Pharmaceutical Products, and a complete support data package including product specifications, stability data, and other required documents.

To take advantage of this service, please contact our Regulatory Affairs staff at 631-940-9000 x139.

Associated fees, timelines, and availability is determined by the scope of your needs with typical costs incurred at a rate of $150/hour. A custom proposal will be generated for you. We look forward to offering you an aggressive advantage in this process.

Our services are available to all our customers. As you seek to grow your business, we are here to help. Your success is our success.

Stability Support Policy

As a service to our bulk customers and special packaging customers, Allegiant Health offers stability support for your final packaged products. Be assured that when you purchase our bulk products, ongoing stability is conducted in bulk configuration to support our bulk expiry dating. However, once you package your final product in specialized packaging, Allegiant is still here to assist you in completing your FDA required ongoing stability needs.

Allegiant's QC Laboratory is staffed with highly trained QC analysts ready to generate and execute a Stability Protocol for you. Our team will prepare your customized study for your products in your packages. Reports are generated at each stability test station and our QA staff oversees all activities for the ongoing study.

To take advantage of this service, please contact our Quality Department at 631-940-9000 x139.

Associated fees, timelines, and availability are determined by the scope of your needs. A custom proposal will be generated for your review and approval. We look forward to offering you an aggressive advantage in this process.

This service is available to all our bulk customers and to any customers seeking specialized packaging.

Our Vision

Allegiant Health's vision is to become the premier trusted source for best-in-class OTC (over-the-counter) pharmaceuticals and nutritional supplements, as well as an organization that is globally recognized for innovation and customer satisfaction.

Allegiant Health will continue to leverage our worldwide manufacturing and marketing resources to provide customers with unmatched core competencies that result in premium quality, high-value products and world-class customer service. Our commitment to excellence, quality and innovation will assure that we will continue to improve our daily performance, even as we focus on consistent, long-term, financial growth.

It is our intention that this guide will improve communication and provide you with the necessary foundation for making sound sourcing decisions. As always, we remain available for all questions and comments.

PRODUCT GRIEVANCE REPORT
PLEASE SUBMIT ONE REPORT PER DISCREPANT ITEM

CUSTOMER NAME:	
SHIPPED TO LOCATION:	
PRODUCT NAME	
ALLEGIANT HEALTH LOT # & EXPIRY:	
PO#:	**REPORTED BY:**
FP CODE or ITEM#:	**CONTACT E-MAIL:**
DATE REPORTED:	**CONTACT PHONE:**

☐ Damage upon receipt

Please indicate # cases or units damaged: _____

☐ Incorrect item received

Please indicate incorrect item/qty: _____

☐ Incorrect quantity received

Please indicate the following:

Quantity ordered: _____

Quantity received: _____

☐ Expired item received

Please indicate the number of impacted units and the expiry date: _____

☐ Delivery missed or late:

Scheduled date/time: _____

Actual date/time: _____

☐ Other: _____

PLEASE PROVIDE ALL APPROPRIATE SUPPORTING INFORMATION, INCLUDING, BUT NOT LIMITED TO, PHOTOS, SHIPPING DOCUMENTS, INTERNAL INVESTIGATION REPORTS.

Please submit all grievances to our Customer Services Department at orders@allegiant-health.com
Allegiant Health will acknowledge receipt and initiate an investigation. Please allow up to 72 business hours for a response. Credit memos must be issued by Allegiant Health prior to any deductions or chargebacks being applied.

FOR ALLEGIANT USE ONLY: **FORM: CUST 001**

Date received: _____

SC#: _____

PRODUCT LIST

ANALGESICS

Code	National Brand	Active Ingredient	Expiration	Pill Image
010	Tylenol RS	Acetaminophen Tablet 325 mg	3 yrs	
234	Tylenol RS	Acetaminophen Tablet 325 mg (coated)	3 yrs	
011	Tylenol ES	Acetaminophen Tablet 500 mg	3 yrs	
012	Tylenol ES	Acetaminophen Caplet 500 mg (coated)	3 yrs	
235	Tylenol ES	Acetaminophen Tablet 500 mg (coated)	3 yrs	
393 267	Tylenol PM	Acetaminophen 500 mg / Diphenhydramine 25 mg Caplet (coated)	3 yrs	
328	Tylenol ES	Acetaminophen Caplet 500 mg	3 yrs	
029	Excedrin Tension Headache Relief	Acetaminophen 500 mg / Caffeine 65 mg Caplet (coated)	3 yrs	
285	Excedrin Extra Strength	Acetaminophen 250 mg / Aspirin 250 mg / Caffeine 65 mg Tablet	2 yrs	
288	Bayer Chew Aspirin	Aspirin 81 mg Chewable Tablet (Orange Flavor)	3 yrs	
316	Bayer Chew Aspirin	Aspirin 81 mg Chewable Tablet (Cherry Flavor)	3 yrs	
372 405	Bayer 81 mg Low Dose Aspirin	Aspirin Tablet 81 mg (Enteric Coated)	2 yrs / 3 yrs	
381	Advil	Ibuprofen Tablet 200 mg (F/C brown)	2 yrs / 3 yrs	
382	Advil	Ibuprofen Caplet 200 mg (F/C brown)	2 yrs / 3 yrs	
363	Advil Softgel	Ibuprofen Softgel 200 mg	2 yrs	
394 362	Aleve	Naproxen Sodium 220 mg Caplet F/C Blue	2 yrs / 3 yrs	

ANTACIDS

124	Tums RS Orange	Calcium Carbonate 500 mg Chewable Tablet (Orange Flavor)	3 yrs	
229	Tums ES Asst'd Berry	Calcium Carbonate 750 mg Chewable Tablet Asst'd (Berry)	3 yrs	
219	Tums RS Asst'd	Calcium Carbonate 500 mg Chewable Tablet Asst'd Fruit Flavor	3 yrs	
036	Titralac	Antacid Calcium 420 mg Chewable Mint	3 yrs	
174	N/A	Magnesium Oxide Tablet 400 mg	3 yrs	

STOMACH &LAXATIVES

Code	National Brand	Active Ingredient	Expiration	Pill Image
046	Pepto Bismol	Bismuth Subsalicylate 262 mg Chewable Tablet	3 yrs	
404	Dulcolax	Bisacodyl 5 mg (Orange) Tablet, Enteric Coated	3 yrs	
398	Dulcolax Pink	Bisacodyl 5 mg (Pink) Tablet, Enteric Coated	3 yrs	
371	Senokot	Sennosides Tablet 8.6 mg	3 yrs	
419 343	Gas-X Softgel	Simethicone Softgels 125 mg	3 yrs	
420 360	Colace	Docusate Sodium 100 mg Softgel (2-tone)	3 yrs	
248	Immodium AD	Loperamide 2 mg	3 yrs	
		COUGH & COLD		
261	N/A	Acetaminophen 500 mg / Phenylephrine HCl 5 mg Tablet (coated)	3 yrs	
270	Sudafed PE Pressure + Pain	Acetaminophen 325 mg / Phenylephrine HCl 5 mg Caplet (coated)	3 yrs	
272	Sudafed PE Nasal Decongestant	Phenylephrine HCl Tablet 10 mg (coated)	3 yrs	
275	Tylenol Sinus Congestion	Acetaminophen 325 mg / Phenylephrine HCl 5 mg / Chlorpheniramine Maleate 2 mg Tablet (coated)	3 yrs	
406	N/A	Chlorpheniramine Maleate 4 mg / Phenylephrine HCl 10 mg Tablet	2 yrs	
415	Mucus Relief DM	Dextromethorphan HBr 20 mg / Guaifenesin 400 mg Caplet (coated)	3 yrs	
319	Tylenol Cold Multi Symptom Night	Acetaminophen 325 mg / Dextromethorphan HBr 10 mg / Phenylephrine HCL 5 mg / Chlorpheniramine Maleate 2 mg Caplet (coated)	3 yrs	
324	Tylenol Cold Multi Symptom Day	Acetaminophen 325 mg / Dextromethorphan HBr 10 mg / Phenylephrine HCl 5 mg Caplet (coated)	3 yrs	
345	Mucus Relief DM	Guaifenesin 400 mg / Dextromethorphan HBr 20 mg Caplet	3 yrs	
370	Mucus Relief	Guaifenesin 400 mg Tablet	2 yrs	
417 356	Vicks Dayquil	Acetaminophen 325 mg / Dextromethorphan HBr 10 mg / Phenylephrine HCl 5 mg Softgel	2 yrs	
418 357	Vicks Nyquil	Acetaminophen 325 mg / Dextromethorphan HBr 15 mg / Doxylamine succinate 6.25 mg Softgel	2 yrs	

ALLERGY

Code	National Brand	Active Ingredient	Expiration	Pill Image
411	Benadryl Dye-Free	Diphenhydramine HCl 25 mg Dye-Free Softgel	2 yrs	
048	Benadryl	Diphenhydramine HCl 25 mg Caplet (Pink)	3 yrs	
277	Chlor-Trimeton	Chlorpheniramine Maleate 4 mg Tablet	3 yrs	
309	Claritin	Loratadine 10 mg Tablet	Blister: 3 yrs Bottle: 2 yrs	
414	Claritin	Loratadine 10 mg Tablet	3 yrs	
396	Zyrtec	Cetirizine HCl 10 mg Tablet	Blister: 2 yrs Bottle: 3 yrs	
416	Allegra	Fexofenadine HCl 180 mg Caplet (coated)	2 yrs	
380	Flonase	Fluticasone Propionate Nasal Spray	2 yrs	

SLEEP AIDS & ALERTNESS AIDS

076	Vivarin	Caffeine 200 mg Table (coated)	3 yrs	
247	Sominex	Diphenhydramine HCl 25 mg Tablet (blue)	3 yrs	
263	Simply Sleep	Diphenhydramine 25 mg Caplet (blue) (coated)	3 yrs	
410	Unisom	Diphenhydramine HCl 50 mg Softgel (blue)	3 yrs	

MOTION SICKNESS

408	Dramamine	Dimenhydrinate 50mg Tablets	3 yrs	

TERMS OF SALE
(To Allegiant Customers)

THESE SUPPLY TERMS ("TERMS") ARE THE ONLY TERMS WHICH GOVERN THE SALE OF THE PRODUCTS ("PRODUCTS") BY BLI INTERNATIONAL INC. D/B/A ALLEGIANT HEALTH ("SELLER") TO THE BUYER ("PURCHASER"), (COLLECTIVELY THE "PARTIES"), UNLESS OTHERWISE AGREED TO IN WRITING BY SELLER. THESE TERMS PREVAIL OVER ANY ADDITIONAL TERMS SUBMITTED BY PURCHASER. FULFILLMENT OF PURCHASER'S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF PURCHASER'S TERMS OF PURCHASE, NOR DOES IT SERVE TO MODIFY OR AMEND THESE TERMS. ANY TERMS OF PURCHASE OF PURCHASER ARE HEREBY REJECTED UNLESS THEY ARE EXPRESSLY ACCEPTED IN A WRITTEN INSTRUMENT DULY EXECUTED BY SELLER.

1. Scope. The Terms are the only terms and conditions which govern the sale of the Products of Seller to the Purchaser. Seller's performance is expressly limited to the Terms as stated in this document for all sales orders, purchase orders, sales acknowledges, or other similar agreement (an "**Order**"). Any proposal for additional or different terms and any attempt by Purchaser to vary the Terms stated herein are objected to and rejected, whether made before or after the delivery of this document to Purchaser. If an Order is deemed to be an acceptance of a prior offer or proposal by Purchaser, such acceptance is conditional on Purchaser's assent to all additional or different terms and conditions contained herein. Any of the following acts by Purchaser shall constitute acceptance of the Terms: (a) signing and returning a copy of this document; (b) placing an order on Seller's website; (c) placing an Order via electronic email, EDI, or other platform; (d) placing a hard copy Order with the Seller; (e) acceptance of delivery of any of the Products ordered; (f) requesting Seller to commence performance of an Order; or (g) making payment for all or a portion of the Products ordered. These Terms cannot be changed in any manner without the express written approval by Seller's authorized representative. No course of dealing by Seller or any delay or omission by Seller to exercise any right or remedy granted herein shall operate as a waiver of any of Seller's rights or remedies or add to Seller any obligation not expressly set forth herein.

1. Definitions.

A. "cGMP" means current good manufacturing practices for the methods to be used in, and the facilities and controls to be used for, the manufacture, storage, testing and handling of each Product, all as set forth from time-to-time by the FDA pursuant to the FD&C Act and the rules, regulations, guidelines promulgated thereunder (including specifically, Title 21, parts 210 and 211 of the Code of Federal Regulations of the United States).

B. "FDA" means the United States Food and Drug Administration.

C. "FD&C Act" means the Federal Food, Drug and Cosmetic Act of 1938, as amended, and the regulations promulgated by the FDA thereunder, including current good manufacturing practice regulations, as the same may be amended or revised.

D. "Label", "Labeled" or "Labeling" means all labels and other written, printed or graphic matter upon (i) each Product or any container or wrapper utilized with such Product, and/or (ii) any written material accompanying each Product, including, without limitation, package inserts.

E. "Packaging" means all primary containers, including cartons, shipping cases or any other like matter used in packaging or accompanying the Products.

F. "Specifications" means the requirements for each Product necessary to maintain the identity, strength, quality and purity contained in the ANDA for such Product or Monograph, as the case may be, including references to a DMF or the applicable USP monograph for a bulk product application to the Product. Applicable specifications are those that are established and published at time of manufacture.

2. Manufacturing, Packaging, and Labeling.

A. Manufacturer Obligations. Manufacturer shall supply Buyer's requirements of each Product in retail units or bulk, as requested by buyer. The retail units of the Products will be packaged in bulk shipping containers. All shipping containers will be labeled with the Product name, lot number, expiration date, and amount contained. A certificate of analysis will be provided, if requested.

B. Buyer Obligations. Buyer shall, for Private Label products, provide all artwork for Packaging and Labeling for the Products being purchased by Buyer hereunder, or if requested, Allegiant will generate artwork under the Label Creation Policy contained in the Allegiant Health Customer Information Guide Allegiant generated artwork must be approved by the buyer. Once approved, the Buyer is responsible for the content of any Packaging or Labeling for the Products. Buyer shall comply with all FDA requirements with respect to repackaging any Products prior to introducing Products into interstate commerce in order to assure that such Product is not adulterated or misbranded within the meaning of the FD&C Act and continues to meet requirements of identity, strength, quality and purity. Buyer shall assign an expiration date that does not exceed that provided by Manufacturer. Buyer shall be responsible for conducting stability studies and establishing an expiration date on product repackaged in a container/closure system other than that provided by Manufacturer.

C. Buyer Changes. Buyer shall provide Manufacturer with at least 120 days advance notice of any change necessitating new components for any Products, including, but not limited to, components needed for Packaging, Labeling or raw materials for production of the Products. Should Buyer fail to provide Manufacturer with at least 120 days advance notice of such change, Buyer will be required to reimburse Manufacturer for the cost of any unused components and purchase all finished products containing obsolete components, packaging or labeling which are then in Manufacturer's inventory.

3. Orders, Delivery, and Purchase.

A. Orders. Manufacturer agrees to produce the Products for Buyer in accordance with the Purchase Orders ("POs") issued by Buyer. Such POs shall be deemed to incorporate the terms of this Agreement and will set forth the quantity of such Product to be manufactured, a requested delivery date for the order, and specified point of delivery; where the terms of a PO and this Agreement conflict, this Agreement controls. Each PO must request a quantity that is equal to a minimum of full cases of retail product or full lots of bulk. Manufacturer agrees make every reasonable effort to accept POs that comply with the terms and conditions of this Agreement. If Manufacturer rejects a PO, Manufacturer shall notify Buyer within five (5) business days of its receipt and provide specific rationale for such rejection and requirements for subsequent acceptance. Manufacturer shall not unreasonably reject any PO. The terms of this Agreement shall supersede the terms of any PO issued by the Buyer.

B. Timeframe for Fulfillment. Manufacturer will deliver the finished Products to Buyer's designated location by the delivery date on the PO, provided such delivery date is within the lead times for the corresponding PO products (lead times are detailed in the Allegiant Health Customer Information Guide). Manufacturer will use commercially reasonable efforts to make shipments of the Products available for delivery to Buyer's designated location by the delivery date requested in any PO. Delays in delivery due to material availability outside the control of Manufacturer will be communicated to Buyer in a timely manner.

C. Purchase Price. The Purchase Price for Buyer's purchase of each Product is set forth in a Quotation provided by Manufacturer and approved by both Manufacturer and Buyer. Unless otherwise agreed upon, this Purchase Price is FOB Deer Park, NY.

D. Buyer Purchase Obligations. All Purchase Orders are binding purchase agreements for which the Buyer has committed to purchase the products. If Buyer chooses to end the Purchase Agreement with Manufacturer, Buyer is responsible for purchasing 180 days of component inventory and for purchasing 180 days of product inventory that was built to support Buyer forecast/POs.

E. Price Increases. Manufacturer shall be permitted to implement price increases only upon 90 days' advance notice to Buyer. Such price increase shall be effective 90 days following provision of notice in accordance with Section 8.A. below. Exception to the 90-day notification window is noted when global supply increases are affected outside the control of manufacturer and which necessitate a price increase.

G. Acceptance. Acceptance of shipments shall be deemed to occur after Buyer has had a reasonable opportunity, but no longer than fourteen (14) days from the date of receipt, to inspect the product for manufacturing defects. Except as stated the Nonconforming Units provision below, unless rejected within this 14-day inspection period, all shipments delivered to Buyer shall be deemed accepted. Any damage that occurs during shipping shall be the responsibility of the selected carrier, must be documented by Buyer at time of delivery, and communicated to Manufacturer within 3 days of delivery. Failure to document and notify Manufacturer accordingly will result in claim rejection and Buyer will be expected to remit payment in full for order as shipped.

H. Nonconforming Units. Buyer may at any time revoke acceptance shipments of a Product that are not in conformity with the specifications stated within the PO, this Agreement, or other written correspondence or agreements between the Parties made in advance of placing the order, especially where non-conformity is not readily identifiable upon visual inspection of the shipment. In the event any shipment of a Product, or portion thereof, does not conform to the warranties and terms of this Agreement, upon return of the non-conforming shipment, Manufacturer will replace the shipment at no additional charge to Buyer. In such event, Manufacturer will investigate the reason for nonconformance and, if requested, manufacturer will provide and investigational report within thirty business days.

I. Freight and Insurance. Manufacturer agrees to deliver shipments subject to any PO by a common carrier selected by Buyer, unless Manufacturer is expressly directed by Buyer to select a carrier. Buyer agrees to pay all transportation and insurance costs to the point of delivery specified in the accepted PO. For prepaid shipment agreements, Buyer agrees to pay for any additional fees, such as Detention Fees, Lumper Fees or Sort & Seg fees, which are a direct result of Buyer actions or needs.

J. Payment. Buyer agrees to pay the Manufacturer the Purchase Price for each shipment, via check or wire transfer, as follows:

-- First Two (2) Purchase Orders: 50% Pre-pay at time of PO and 50% pre-pay at time of ship
-- subsequent Purchase Order terms are Net 30 from date of shipment, unless otherwise negotiated prior to order placement

K. Title and Risk of Loss. Title to each shipment remains with Manufacturer until transfer to the common carrier selected by Buyer or designated within a PO accepted by Manufacturer. Risk of loss passes to Buyer upon transfer of the shipment by Manufacturer to the common carrier.

4. Warranties and Representations.

A. Unit Warranties. Manufacturer warrants that: (1) it has good and marketable title to the Products delivered to Buyer; (2) the Products delivered to Buyer shall comply with any additional requirements stated in the corresponding PO, as long as such requirements do not conflict this Agreement; and (3) the Product shall be manufactured, packaged, stored, and shipped in accordance with the applicable cGMPs established and published at time of manufacture.

B. Disclaimer of Additional Warranties. **THE WARRANTIES OF MANUFACTURER IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, MANUFACTURER MAKES NO WARRANTIES, EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR ARISING BY PERFORMANCE, COURSE OF DEALING, CUSTOM OR USAGE, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY OTHER REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON OR ENTITY, INCLUDING EMPLOYEES, AGENTS OR REPRESENTATIVES OF MANUFACTURER, WHICH ARE INCONSISTENT HEREWITH SHALL BE DISREGARDED BY BUYER AND SHALL NOT BE BINDING UPON MANUFACTURER.**

C. Limitation of Liability. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD-PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE**

DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER.

D. Insurance. Buyer agrees to supply Manufacturer with a Certificate of Products Liability Insurance naming the Manufacturer as an Additional Insured with respect to the Products, with combined policy limits of not less than $5,000,000 for bodily injury and for property damage. Buyer agrees to supply Manufacturer with a valid copy of such Certificate of Products Liability Insurance on an annual basis. If at any time during the Coverage Period, the Buyer is without Products Liability Insurance for any reason, Buyer must immediately notify Manufacturer of the loss of insurance coverage. Buyer agrees to designate an individual responsible for providing insurance information to Manufacturer and provide such individual's contact information to Manufacturer.

E. Recalls. In the event the Products are the subject of a recall, market withdrawl, safety notices or other action (whether initiated by Seller, Purchaser, or a government or consumer protection agency) (each a "**Recall Event**"), Purchaser shall fully cooperate with Seller with respect to any recall or withdrawal of Product from sale or distribution.

6. Termination.

A. Termination. In addition to any remedies that may be provided under these Terms or by law, Seller may terminate these Terms and any Order with immediate effect upon written notice to Purchaser, if Purchaser: (a) fails to pay any amount when due; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Notwithstanding the foregoing, Seller may terminate Purchaser's Order or these Terms at any time and for any reason, upon written notice to Purchaser.

B. Consequences of Termination. In the event Manufacturer terminates this Agreement pursuant to the terms above, Buyer shall be responsible to Manufacturer for the cost of all Buyer's raw materials and components and finished products Manufacturer holds in its inventory as of the effective date of such termination. For purposes of these Terms, Buyer's raw materials and components shall include all raw materials and components (including, without limitation, packaging and labeling materials) procured by Manufacturer exclusively for the manufacture of any of Buyer's Products and which cannot be used by Manufacturer, in its sole discretion, to manufacture any other product. Within fourteen (14) days following the effective date of such termination, Manufacturer will invoice Buyer for the remaining inventory of such raw materials and components and finished goods, and Buyer agrees to pay such invoice within thirty (30) days of receipt. Upon receipt of payment, Buyer may direct Manufacturer, at Buyer's sole expense, to ship such raw materials and components and finished goods to a destination of Buyer's selection.

7. Confidentiality.

All non-public, confidential or proprietary information of the Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with an Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller's request, Purchaser shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Purchaser at the time of disclosure; or (c) rightfully obtained by the Purchaser on a non-confidential basis from a third party.

8. Miscellaneous.

A. Notice. All notices provided for in this Agreement shall be in writing and shall be considered properly given if sent by first class mail, confirmed facsimile transmission, overnight delivery, or by personal courier delivery to: BLI International dba Allegiant Health, 75 North Industry Ct., Deer Park NY 11729. Facsimile: 631-940-9591.

B. Assignment. Purchaser shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Purchaser of any of its obligations hereunder. Seller may at any time assign, transfer or subcontract any or all of its rights or obligations under the Order without Purchaser's prior written consent.

C. Relationship of Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

D. No Third-Party Beneficiaries. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

E. Submission to Arbitration. Any dispute or controversy arising out of or relating to any interpretation, construction, performance, termination or breach of this Order, will be settled by final and binding arbitration by a single arbitrator to be held in Suffolk County, New York, in accordance with the American Arbitration Association. The arbitrator shall have the power to grant any party all remedies otherwise available by law, including attorney's fees and injunctions, but shall not have the power to grant any remedy that would not be available in a state or federal court.

F. Governing Law. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of New York.

H. Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

I. Force Majeure. Neither Party will be liable to the other for any delay or non-performance of such Party's obligations under this Agreement (or any part thereof) by reason of any fire, flood, natural catastrophe, civil disturbance, labor disturbance (including strikes), war (or warlike acts of any kind), insurrection, sabotage, terrorism, blockades, the application of laws or regulations, governmental acts, or demands and events normally considered Acts of God or any other cause of any nature beyond the non-performing Party's control (any such event, an event of "Force Majeure"). Should such an event occur, the Party claiming the existence of Force Majeure shall promptly notify the other Party of the occurrence of the event.

J. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

K. Survival. Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Warranties, Limitation of Liability, Compliance with Laws, Recalls, Confidentiality, Governing Law, Submission to Arbitration and Survival.