

NorthWestPharmacy.com

CUSTOMER AGREEMENT

Each time you place an order with us, you acknowledge and agree to the following and the Terms of Sale and Conditions (separately available on the NorthWestPharmacy.com website):

I acknowledge and agree as follows

1. Regarding orders for a prescription drug:

I hereby authorize and appoint NorthWestPharmacy.com as my agent and attorney for the limited purpose of taking all steps and signing all documents on my behalf necessary to obtain a prescription in Canada or elsewhere that is the equivalent of the prescription that I will send to NorthWestPharmacy.com, to the same extent as I could do personally if I were present taking those steps and signing those documents myself. This authorization includes but is not limited to: collecting personal health information about me; collecting similar information from my prescribing physician ("My Own Physician") or pharmacist, disclosing that information to NorthWestPharmacy.com and its authorized agents and having a Secondary physician ("Secondary Physician") perform an independent medical review of my medical information prior to issuing a Canadian prescription or other country prescription.

2. There are no additional fees charged to me in connection with a Secondary Physician reviewing my medical information.
3. By reviewing my medical information, the Secondary Physician is not rendering or providing any service or advice to me whatsoever. I understand that it is my responsibility to have My Own Physician conduct regular physical examinations of me, including any and all suggested testing by My Own Physician to ensure that I have no medical problems which would constitute a contraindication to me taking medications prescribed for me by My Own Physician. I agree that should I suffer any adverse affects while taking any prescription medication that I will immediately contact My Own Physician and that in the event I come under the care of another physician, I will inform him or her of any and all medications that I have been prescribed. I acknowledge and agree that NorthWestPharmacy.com recommends regular physician examinations with My Own Physician whose care I am under and who initially prescribed my medications.
4. I understand and agree that treatment, if any, received by using any product purchased through NorthWestPharmacy.com, shall be deemed to be received by me in the jurisdiction from which the product was shipped.
5. I further understand that NorthWestPharmacy.com will only verify and arrange to provide medications that My Own Physician has already prescribed to me. No new prescription medications will be provided by NorthWestPharmacy.com. I also understand that no controlled medications, narcotics or tranquilizers will be provided. NorthWestPharmacy.com also reserves the right to refuse to arrange for the supplying of medications it determines, in its absolute discretion, are inappropriate.
6. I hereby waive any requirement of the Secondary Physician to conduct a physical examination.
7. I understand and agree that the review of my medical information by a Secondary Physician is in no way intended as a means to diagnose any medical condition and does not substitute the requirement for me to obtain my own professional medical advice from My Own Physician. I agree to direct all questions to My Own Physician. I will consult My Own Physician before taking any new drug or changing my daily health regimen. I understand that any opinions, advice, statements, services, offers or other information expressed or made available by third parties (including merchants and licensors) are those of the respective authors or distributors of such content.

8. I hereby confirm that I am eighteen years of age or older and I am fully competent to make my own health care decisions. I am aware of the potential side effects and/or problems associated with prescription medications and understand that it would be a violation of law to falsify any information on my medical questionnaire or other medical records for the purposes of obtaining prescription medication. I agree to truthfully, and to the best of my knowledge, answer all of the questions on my medical questionnaire. I agree that if I fail in any way to fully furnish my complete and accurate medical history or I become aware of any changes in my physical or medical condition in the future and I fail to notify NorthWestPharmacy.com of such failure, I am solely responsible for any adverse effects that I may suffer from taking or continuing to take such prescribed medications.
9. I certify that I have had a physical examination by My Own Physician within the last 12 months from the date hereof.
10. I authorize and appoint NorthWestPharmacy.com as my agent and attorney for the purpose of taking all steps and signing all documents on my behalf necessary to package the products I will order in order to have them delivered to me, to the same extent as I could do if I were personally present taking those steps and signing those documents myself.
11. I authorize and appoint NorthWestPharmacy.com as my agent and my attorney for the purpose of taking all steps and signing all documents on my behalf necessary for shipping the products I will order as if I had shipped them to my own address.
12. I initiated contact with NorthWestPharmacy.com and understand that NorthWestPharmacy.com is not located in the United States. I agree to submit in writing any questions or comments regarding this Customer Agreement to the NorthWestPharmacy.com corporate office at Azuero Business Center, Suite 528, Avenida Perez Chitre, Panama, 00395.
13. The contract for sale for any product I purchase from NorthWestPharmacy.com occurs in and is completed in the jurisdiction from which each product I purchase is shipped from. Title to any product ordered by me passes to me at the time the product leaves NorthWestPharmacy.com's affiliated pharmacy or fulfillment center. I understand and agree that NorthWestPharmacy.com may arrange to have my order shipped from a pharmacy or international fulfillment center located in Canada, Turkey, Mauritius, United Kingdom, Singapore, Germany, Switzerland and other countries it may select from time to time. I understand and agree that the products supplied from these pharmacies and international fulfillment centers may be sourced from and manufactured in countries other than those listed above, including but not limited to India and Israel.
14. These Terms will be governed by and construed in accordance with the laws of the jurisdiction from which products are shipped to me (unless NorthWestPharmacy.com elects otherwise in its sole discretion), without giving effect to any principles of conflicts of laws. All disputes, controversies or claims arising out of or in connection with my dealings with NorthWestPharmacy.com shall be submitted to and subject to the jurisdiction of the courts in the jurisdiction from which products are shipped to me (unless NorthWestPharmacy.com elects otherwise in its sole discretion). The parties submit and attorn to the exclusive jurisdiction of said courts to finally adjudicate or determine any suit, action or proceeding arising out of or in connection with my dealings with NorthWestPharmacy.com.
15. I AGREE THAT THE SECONDARY PHYSICIAN SHALL NOT BE LIABLE FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY INADEQUACY, DEFICIENCY OR UNSUITABILITY OF THE PRESCRIPTION ISSUED BY THE CANADIAN PHYSICIAN OR THE INADEQUACY, DEFICIENCY OR UNSUITABILITY OF THE SECONDARY PHYSICIAN'S REVIEW OF MY MEDICAL INFORMATION. IN NO EVENT WILL THE SECONDARY PHYSICIAN BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, DIRECT, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

I HAVE READ AND UNDERSTAND THE ABOVE REFERENCED CUSTOMER AGREEMENT AND AGREE TO EACH OF THE FOREGOING TERMS.

