COMPOUNDING AND REPACKAGING PHARMACY AGREEMENT

INSTITUTION PHARMACIES

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COMPOUNDING AND REPACKAGING PHARMACY AGREEMENT
INSTITUTION PHARMACIES

THIS AGREEMENT made effective as of November 1, 2024

BETWEEN:

Mike Wolowyk [1],

Licensee Of Crestwood Apothecary Compounding Center # 3011 [2]
(Health Canada Narcotic Dealer's License #6-1358)

On Behalf Of

Crestwood Apothecary Compounding Center [3]
(the "Compounding and Repackaging Pharmacy")

- and –

_____ [4],

Pharmacist in Charge Of _____ [5]
(the "Institution Pharmacy")

On Behalf Of

_____ [6]
(the "legal owner of the Institution Pharmacy")

WHEREAS:

- The pharmacist in charge of the Institution Pharmacy is responsible for practice at the institution pharmacy but is not required to be a licensed pharmacy pursuant to section 4(1) of the *Pharmacy and Drug Act*;
- The licensee of the Compounding and Repackaging Pharmacy holds a compounding and repackaging pharmacy licence;
- Pharmacists and pharmacy technicians employed by the Institution Pharmacy dispense drugs to patients of the Institution Pharmacy and require the services of the Compounding and Repackaging Pharmacy to compound or repackage drugs, or both, so that the pharmacists and pharmacy technicians at the Institution Pharmacy can dispense those drugs to patients of the Institution Pharmacy;
- The Compounding and Repackaging Pharmacy is willing to compound or repackage drugs, or both, for the Institution Pharmacy;
- The Institution Pharmacy and the Compounding and Repackaging Pharmacy wish to enter into an agreement for the provision of compounding or repackaging services, or both, by the Compounding and Repackaging Pharmacy;

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[1] Insert the name of the licensee of the Compounding and Repackaging Pharmacy here.
[2] Insert the name of the Compounding and Repackaging Pharmacy and its licence number here.
[3] Insert the legal name of the owner of the Compounding and Repackaging Pharmacy here.
[4] Insert the name of the Pharmacist responsible for operating the Institution Pharmacy here.
[5] Insert the name of the Institution Pharmacy.
[6] Insert the legal name of the owner of the Institution Pharmacy here (e.g., Alberta Health Services).

- The Institution Pharmacy and the Compounding and Repackaging Pharmacy recognize that under the terms of the Pharmacy and Drug Regulation, the licensee of the Compounding and Repackaging Pharmacy must ensure that the Compounding and Repackaging Pharmacy only provides pharmacy services to the Institution Pharmacy under the terms of a written contract that includes the terms required by the Council of the College and is in the form required by the Registrar of the College;

THEREFORE the Institution Pharmacy and the Compounding and Repackaging Pharmacy mutually covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Agreement" includes the Schedules to the Agreement and any amendment made to this Agreement or the Schedules;

"College" means the Alberta College of Pharmacy;

"compounding and repackaging pharmacy licence" means a compounding and repackaging pharmacy licence issued under section 5(1)(b) of the *Pharmacy and Drug Act*;

"controlled substance" has the same meaning as a controlled substance in the *Controlled Drugs and Substances Act*, SC 1996, c 19 and includes any substance that is prohibited, regulated, controlled or targeted under a regulation made or continued under that Act;

"dispense" means to provide a drug to or for a person or an animal pursuant to a prescription;

"drug" means a substance or combination of substances referred to in section 31, 32 or 33 of the *Pharmacy and Drug Act* or defined as an emergency release drug or a special access drug under the *Pharmacy and Drug Act* and any combination of such substance or substances with any other substance;

"*Health Information Act*" means the *Health Information Act*, RSA 2000, c H-5;

"*Health Professions Act*" means the *Health Professions Act*, RSA 2000, c H-7;

"pharmacist" means a regulated member of the College registered on the clinical pharmacist or courtesy pharmacist register who holds a practice permit issued under the *Health Professions Act*;

"Pharmacists and Pharmacy Technicians Profession Regulation" means the Pharmacists and Pharmacy Technicians Profession Regulation, AR 129/2006;

"*Pharmacy and Drug Act*" means the *Pharmacy and Drug Act*, RSA 2000, c P-13;

"Pharmacy and Drug Regulation" means the Pharmacy and Drug Regulation, AR 240/2006;

"pharmacy technician" means a regulated member of the College registered on the pharmacy technician register or the courtesy pharmacy technician register who holds a practice permit issued under the *Health Professions Act*;

"prescription" means a direction by a person who is authorized by an Act of the Legislature of Alberta or an Act of the Parliament of Canada to prescribe drugs, directing that a drug be dispensed to or for the patient named in the direction;

"Privacy Officer" means the responsible affiliate designated by the Institution Pharmacy as responsible for ensuring the Institution Pharmacy complies with the *Health Information Act* and the policies and procedures that Act requires the Institution Pharmacy to establish or adopt;

"Registrar" means the Registrar of the College;

"Repackaging" means subdividing or breaking up a manufacturer's original package of a drug for the purpose of dividing and assembling the drug in larger or smaller quantities for redistribution or sale by retail;

"Services" means the services as set out in Schedule "A".

1.2 Any reference to a statute, regulation, bylaw, standard or other legislative instrument is a reference to that statute, regulation, bylaw, standard or other legislative instrument as amended or replaced from time to time.

1.3 The singular includes the plural and vice versa.

1.4 The following Schedules form part of this Agreement:

Schedule "A" — Description of the Services Under This Agreement; and

Schedule "B"— Guarantees of Quality of the Ingredients and of the Products of Compounding and Repackaging.

1.5 If there is a conflict between a Schedule and a provision in the body of this Agreement, the provision in the body of this Agreement prevails.

2. SERVICES

2.1 The Compounding and Repackaging Pharmacy shall provide the Services in accordance with this Agreement.

2.2 The Services shall be provided under the direction of the licensee of the Compounding and Repackaging Pharmacy.

2.3 Where the Services involve compounding a drug, the Services shall be provided by:

(a) a pharmacist at the Compounding and Repackaging Pharmacy;

(b) under the direction or supervision of a pharmacist at the Compounding and Repackaging Pharmacy as authorized by the Pharmacists and Pharmacy Technicians Profession Regulation.

2.4 Nothing in this Agreement allows the Compounding and Repackaging Pharmacy to compound or repackage a drug for or on behalf of the Institution Pharmacy unless the Institution Pharmacy:

(a) holds a valid prescription for a patient for the drug to be compounded or repackaged; or

(b) has a reasonable expectation of receiving a valid prescription for a patient for the drug in the immediate future.

2.5 Subject to article 2.6, nothing in this Agreement allows the Compounding and Repackaging Pharmacy to sell or provide a controlled substance except on a written order specifying that an amount of the controlled substance is required for emergency purposes.

2.6 If the Compounding and Repackaging Pharmacy is a licensed dealer under the Narcotic Control Regulations, CRC 1040 (Canada), the Compounding and Repackaging Pharmacy may, subject to the terms and conditions of its licence under the Narcotics Control Regulations, sell or provide these narcotics specified in its license to the Institution Pharmacy.

3. TERM AND RENEWAL

3.1 The term of this Agreement is from **Nov. 1, 2024** to **Nov. 1, 2027** [7] (the "Term").

[7] Insert the beginning and end dates of the term of the Agreement.

3.2 This Agreement may be renewed for a term mutually agreed to by the parties in writing (the "Renewal Term").

4. TERMINATION

4.1 This Agreement is automatically terminated if:

(a) the Institution Pharmacy ceases to be an "institution pharmacy" as defined in the *Pharmacy and Drug Act*,

(b) the compounding and repackaging pharmacy licence held by the licensee of the Compounding and Repackaging Pharmacy expires, is suspended, is cancelled or is otherwise terminated; or

(c) an order is made by a hearing tribunal constituted under the *Health Professions Act* or the *Pharmacy and Drug Act*, or both, or a direction made under any other act that prevents the Services being provided by the Compounding and Repackaging Pharmacy or being received by the Institution Pharmacy.

4.2 Despite article 4.1(a), this Agreement is not automatically terminated if the Institution Pharmacy is reinstated as an "institution pharmacy" as defined in the *Pharmacy and Drug Act* and the pharmacist in charge affirms this Agreement in writing and the parties have made all necessary amendments to this Agreement to reflect the granting of a community pharmacy licence to the Institution Pharmacy and the role of the licensee of the Institution Pharmacy.

4.3 Despite article 4.1(b), this Agreement is not automatically terminated if:

(a) a compounding and repackaging licence has been issued by the College to a new licensee for the Compounding and Repackaging Pharmacy and the new licensee has affirmed this Agreement in writing; or

(b) the Compounding and Repackaging Pharmacy is, with the permission of the Registrar, being operated under the personal management, control and direction of another pharmacist under section 14(2) of the *Pharmacy and Drug Act* and that pharmacist has affirmed this Agreement in writing.

4.4 Except as otherwise provided in this Agreement, if either party fails to perform or observe any covenant contained in this Agreement, that party may give written notice to the other party describing in general terms the nature of the default and requiring the other party to remedy the default within 30 [8] days.

4.5 If a party, who has received a notice under article 4.4, fails to remedy the default within the time specified in article 4.4, the other party may by further written notice terminate this Agreement.

4.6 The parties may terminate this Agreement by mutual agreement in writing.

4.7 To ensure that this Agreement remains consistent with any new directions of the Council of the College made under section 19(a)(i) of the Pharmacy and Drug Regulation after the effective date of this Agreement, the parties agree to renegotiate the terms of this Agreement to comply with those new directions and to make the necessary amendments to this Agreement in accordance with articles 5.4 and 18.3 within 30 working days of the issuance of any new directions.

4.8 If the parties are unable to reach an agreement and make the necessary amendments to this Agreement under article 4.7, this Agreement terminates on the 31st working day after those directions are issued.

4.9 For the purposes of articles 4.7 and 4.8, a direction by the Council of the College is issued when it is passed by the Council and is posted on the website of the College.

5. LICENCES

[8] Insert the number of days the parties agree upon.

5.1 Throughout the Term and any Renewal Term, the Compounding and Repackaging Pharmacy shall ensure that its operations are managed, controlled and supervised by a licensee who:

(a) maintains a compounding and repackaging licence for the Compounding and Repackaging Pharmacy;

(b) maintains the Compounding and Repackaging Pharmacy in accordance with all applicable legislation and any standards and the Code of Ethics adopted by the College; and

(c) complies with the requirements of and any conditions imposed on the compounding and repackaging pharmacy licence.

5.2 Throughout the Term and any Renewal Term, the Institution Pharmacy shall ensure that its operations are managed, controlled and supervised by a pharmacist in charge who:

(a) ensures that the Institution Pharmacy only provides "pharmacy services", as defined in the *Pharmacy and Drug Act*, in accordance with the requirements of section 4 of the *Pharmacy and Drug Act*;

(b) ensures pharmacists and pharmacy technicians at the Institution Pharmacy practice in accordance with all applicable legislation and any standards and the Code of Ethics adopted by the College; and

(c) complies with the requirements of and any conditions imposed by the College on the practice of any pharmacist or pharmacy technician practicing at the Institution Pharmacy.

5.3 Each party shall disclose to the other party, in the case of a Compounding and Repackaging Pharmacy, the conditions, if any, imposed on a pharmacy licence or in the case of the Institution Pharmacy, circumstances which impact the Institution Pharmacy's ability to receive Services under this Agreement.

5.4 No amendment to this Agreement is effective unless the licensee of the Compounding and Repackaging Pharmacy and the pharmacist in charge of the Institution Pharmacy is advised of it and approves it in writing before it becomes effective.

6. COMPLIANCE WITH LEGISLATIVE REQUIREMENTS

6.1 Each party warrants that it, its licensee, its proprietor (in the case of the Compounding and Repackaging Pharmacy), its owner or controlling entity (in the case of the Institution Pharmacy), its employees and agents will comply with all legislative requirements applicable to the provision of the Services under this Agreement or legislative restrictions on the provision of the Services under this Agreement or in any way relating to this Agreement, including but not limited to legislative requirements or legislative restrictions imposed under the following:

(a) the *Controlled Drugs and Substances Act*, SC 1996, c 19 and all regulations made or continued under it;

(b) the Food and Drugs Act, RSC 1985, c F-27 and all regulations made or continued under it;

(c) the *Health Professions Act* and all regulations made or continued under it;

(d) the Standards of Practice for Pharmacists and Pharmacy Technicians adopted by the College;

(e) the Code of Ethics adopted by the College;

(f) the Government Organization Act, RSA 2000, c G-10, Schedule 7.1 and all regulations made or continued under it;

(g) the *Pharmacy and Drug Act* and all regulations made or continued under it;

(h) the Standards for the Operation of Licensed Pharmacies adopted by the College;

(i) the *Health Information Act* and all regulations made or continued under it;

6.2 Neither party will do anything under this Agreement to frustrate or limit access to documents or information which the College may lawfully require be produced by the parties, the licensee of the Compounding and Repackaging Pharmacy, the proprietor of the Compounding and Repackaging Pharmacy, the pharmacist in charge of the Institution Pharmacy, the owner or controlling entity of the Institution Pharmacy, and any pharmacists, pharmacy technicians and individuals employed or otherwise engaged by the parties in relation to the provision of the Services.

7. HEALTH INFORMATION ACT

7.1 The Compounding and Repackaging Pharmacy recognizes that in relation to the Services it is an affiliate of the Institution Pharmacy for the purposes of the *Health Information Act*.

7.2 The Compounding and Repackaging Pharmacy shall provide the Services under this Agreement in a manner that complies with:

(a) the Compounding and Repackaging Pharmacy's responsibilities under the *Health Information Act* as an affiliate of the Institution Pharmacy; and

(b) the reasonable written policies of the Institution Pharmacy respecting compliance with the *Health Information Act* that have been provided to the Compounding and Repackaging Pharmacy in relation to health information as defined in the *Health Information Act*.

7.3 The Compounding and Repackaging Pharmacy shall have a system in place for ensuring compliance with the *Health Information Act* that is satisfactory to the Institution Pharmacy, acting reasonably.

7.4 The Compounding and Repackaging Pharmacy shall provide a description of the system referred to in article 7.3 to the Institution Pharmacy, respond to reasonable questions about the system from the Institution Pharmacy and allow the Institution Pharmacy to audit compliance with the system, acting reasonably.

7.5 Where a breach of the *Health Information Act* occurs in the provision of the Services or otherwise in relation to this Agreement as result of an action or omission by the Compounding and Repackaging Pharmacy, its licensee, proprietor, agents or employees, the Compounding and Repackaging Pharmacy shall:

(a) promptly take the steps necessary to minimize the impact of the breach and to prevent a re-occurrence;

(b) immediately advise the Privacy Officer of the occurrence and the nature of the occurrence;

(c) cooperate with and assist the Institution Pharmacy with any efforts it is required to take to mitigate the impact of the breach on the individuals affected by the breach;

(d) investigate the cause of the breach and document the findings;

(e) report the findings of the investigation to the Privacy Officer;

(f) develop a remedial plan, if required, and provide a copy to the Privacy Officer;

(g) review the findings of the investigation and the remedial plan, if any, with the Privacy Officer and answer questions or receive comments from the Privacy Officer about either of them;

(h) implement the remedial plan, if any; and

(i) allow the Institution Pharmacy, acting reasonably, to verify and audit the implementation of the remedial plan.

7.6 In accessing the Services under this Agreement and in undertaking any other act under this Agreement, the Institution Pharmacy shall ensure that it, its pharmacist in charge, proprietor, employees and agents comply with the *Health Information Act*.

8. RECORDS TO BE KEPT SEPARATE

8.1 If the Compounding and Repackaging Pharmacy also operates as a community pharmacy under a community pharmacy licence, the Compounding and Repacking Pharmacy shall keep the records relating to its operations as a community pharmacy separate and distinct from the records relating to the Services it provides under this Agreement.

9. ACCESS TO RECORDS

9.1 The Compounding and Repackaging Pharmacy shall, on reasonable notice in writing from the Institution Pharmacy:

(a) provide the Institution Pharmacy with access to any records relating to the provision of the Services under this Agreement; and

(b) provide the Institution Pharmacy with a true copy of any records relating to the provision of the Services under this Agreement.

9.2 The Compounding and Repackaging Pharmacy may charge a reasonable fee for copying records required to be provided under article 9.1(b).

9.3 In addition to any requirements under section 27(1) of the Pharmacy and Drug Regulation, if the Compounding and Repackaging Pharmacy's licence is suspended, cancelled or otherwise termination, the Compounding and Repackaging Pharmacy must make arrangements to enable the Institution Pharmacy to continue to access any records relating to the provision of the Services under this Agreement in accordance with the record keeping requirements of the College.

9.4 This section survives termination of this Agreement.

10. ACCESS TO INFORMATION ABOUT INGREDIENTS

10.1 The Compounding and Repackaging Pharmacy shall provide the Institution Pharmacy with the following information about each drug that is compounded or repackaged under this Agreement:

(a) a list of the ingredients;

(b) the strength of each ingredient; and

(c) the quantity of each ingredient.

11. EMERGENCY CONTACT

11.1 Each party shall ensure that an appropriate individual employed by the party is readily available at all times to deal with any emergency in relation to the Services or arising out of the Services that places life or health at risk.

11.2 For the purposes of article 11.1, the Compounding and Repackaging Pharmacy shall have a system in place to ensure that for 24 hours a day, seven days a week, there is a pharmacist available and readily accessible, who has access to the necessary information about any drugs compounded or repackaged as part of the Services.

12. TRANSPORTATION AND STORAGE

12.1 In providing the Services, the Compounding and Repackaging Pharmacy shall use appropriate methods of storing, packaging and transporting drugs to ensure the security and integrity of the drugs.

12.2 The Compounding and Repackaging Pharmacy shall take appropriate steps required to ensure the security and confidentiality of any personal or health information accompanying drugs during storage and transport.

13. DISPENSING

13.1 The Compounding and Repackaging Pharmacy agrees and acknowledges that its pharmacists or pharmacy technicians shall not dispense any drug compounded or repackaged as part of the Services to any patient of the Institution Pharmacy.

13.2 The Compounding and Repackaging Pharmacy shall send any drug compounded or repackaged as part of the Services to the Institution Pharmacy for dispensing to the patients of the Institution Pharmacy by pharmacists or pharmacy technicians at the Institution Pharmacy.

13.3 Pharmacists or pharmacy technicians at the Institution Pharmacy are responsible for dispensing any drugs provided to the Institution Pharmacy under this Agreement to the patients of the Institution Pharmacy.

14. INSPECTION OF PHARMACY

14.1 Upon reasonable notice being provided by the Institution Pharmacy, the Compounding and Repackaging Pharmacy shall allow the pharmacist in charge of the Institution Pharmacy to inspect the Compounding and Repackaging Pharmacy's facilities used in relation to the provision of the Services.

14.2 Subject to articles 9.1 and 10.1, the Compounding and Repackaging Pharmacy may impose reasonable confidentiality requirements in relation to observations made and information received during an inspection under article 14.1.

15. QUALITY OF WORK AND PRODUCT

15.1 The Compounding and Repackaging Pharmacy shall use appropriate and accepted processes in carrying out the compounding and repackaging activities included within the Services.

15.2 The Compounding and Repackaging Pharmacy guarantees the quality of products used in the compounding or repackaging of any drug under this Agreement in accordance with Schedule "B".

15.3 The Compounding and Repackaging Pharmacy guarantees the quality of all drugs compounded or repackaged, or both, under this Agreement in accordance with Schedule "B".

16. INSTITUTION PHARMACY'S OBLIGATION

16.1 In any request for Services under this Agreement, the Institution Pharmacy, through its pharmacist in charge, shall ensure that its pharmacists do not refer a prescription to the Compounding and Repackaging Pharmacy for the purposes of obtaining the Services unless its pharmacists have taken reasonable steps to ensure that the prescription is:

(a) valid; and

(b) current, accurate, complete and appropriate.

16.2 The Institution Pharmacy shall, through its pharmacist in charge ensure that its pharmacists and pharmacy technicians dispense any drugs that are compounded or repackaged by the Compounding and Repackaging Pharmacy under this Agreement to the Institution Pharmacy's patients in accordance with the Standards of Practice for Pharmacists and Pharmacy Technicians.

16.3 Without limiting the generality of article 16.2, the Institution Pharmacy shall, through its pharmacist in charge, ensure that its pharmacists will be responsible for all patient interaction and are responsible to ensure the appropriateness of the drug therapy.

16.4 Nothing in this Agreement removes the requirement for a pharmacist or pharmacy technician dispensing a drug at the Institution Pharmacy to perform a final check in accordance with Standard 7.14 of the Standards of Practice for Pharmacists and Pharmacy Technicians.

17. PROVISION OF CONTRACT TO REGISTRAR

17.1 The parties each acknowledge that the Registrar of the College is entitled to request a copy of this Agreement from either of them and that upon receipt of such a request that party is required to provide a copy to the Registrar.

18. GENERAL

18.1 Subject to article 18.2 this Agreement contains the entire understanding between the parties relating to the subject matter contained in it and supersedes all prior oral and written understandings, arrangements and agreements relating to the subject matter contained in it.

18.2 This Agreement is designed to address the regulatory requirements under section 19(a) of the Pharmacy and Drug Regulation and is not designed to address the commercial relationship between the parties, which may be governed by a commercial agreement that is

(a) not inconsistent with this Agreement; and

(b) available to the Registrar to ensure compliance with clause (a).

18.3 Any amendment to this Agreement must be in writing and signed by both parties.

18.4 Any variation, alteration or waiver of any of the rights or obligations of the parties under this Agreement must be in writing and signed by the parties.

18.5 Each of the provisions contained in this Agreement is distinct and severable and no waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

18.6 Neither party may assign this Agreement or any portion of it.

18.7 This Agreement shall be interpreted in accordance with and is governed by the laws of the Province of Alberta.

18.8 The following provisions survive termination of this Agreement: articles 6, 7, 8, 9, 10, 11, and 15.

18.9 Each party warrants that, in the case of the Compounding and Repackaging Pharmacy, its licensee, and in the case of the Institution Pharmacy, the pharmacist in charge, is authorized to sign this Agreement on its behalf.

18.10 This Agreement shall enure to be the benefit of and be binding upon the parties hereto and their respective personal representatives, executors, administrators, successors and permitted assigns.

18.11 This Agreement applies only to the provision of Services in the Province of Alberta.

19. REVIEW OF AGREEMENT ON OR BEFORE THE THIRD ANNIVERSARY

19.1 In the event that the term of this Agreement under article 3 is greater than 3 years, the parties agree that they shall meet to review this Agreement on or before the third anniversary of the date the Agreement is made effective to ensure that the terms of the Agreement are current and relevant.

19.2 The parties shall:

(a) keep minutes of the meeting referred to in article 19.1;

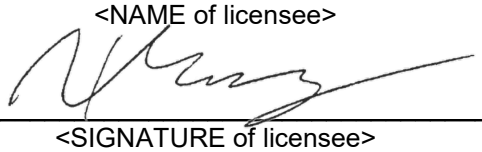
(b) ensure that the minutes are signed by the licensee of the Compounding and Repackaging Pharmacy and the pharmacist in charge of the Institution Pharmacy;

(c) provide a copy of the minutes to the Registrar on request.

WHEREFORE THE PARTIES to this Agreement have duly executed this Agreement to be effective as of the date written above.

<COMPOUNDING AND REPACKAGING PHARMACY>

Per: Mike Wolowyk
<NAME of licensee>



<SIGNATURE of licensee>

<INSTITUTION PHARMACY>

Per: _____
<NAME of Pharmacist in Charge>

_____
<SIGNATURE of Pharmacist in Charge >

Per: _____
<NAME of authorized person>

_____
<SIGNATURE of authorized person>

SCHEDULE “A”

DESCRIPTION OF THE SERVICES UNDER THIS AGREEMENT

The Compounding and Repackaging Pharmacy shall provide the Services to the Institution Pharmacy, which shall include, but are not limited to, the following:

1) Compounded prescription products and services.
2) Compounding advice and technical assistance.
3) Repackaging services of prescriptions and compounds.

SCHEDULE “B”

GUARANTEES OF QUALITY OF THE INGREDIENTS AND OF THE PRODUCTS OF COMPOUNDING AND REPACKAGING

1) As per all current ACP Standards and Guidelines.
2) All ingredients conform to recognized pharmacopeias (e.g. USP, NF, BP)

SCHEDULE “C”

TRANSPORT OF STERILE AND NON-STERILE COMPOUNDS

The carrier companies we use for transporting compounded sterile and non-sterile products cannot guarantee temperature control and proper storage conditions.

At Crestwood Apothecary Compounding Center, we ensure these products are packaged with suitable materials and maintained at temperatures consistent with our facility standards. However, we cannot replace any compounded products in the event of a cold-chain break or storage breach during transit.

By signing this agreement, you acknowledge this information and agree not to hold Crestwood Apothecary Compounding Center responsible for any temperature or storage violations affecting these products