



## **Sandoz Inc. - Return Goods Policy**

Sandoz Inc. (“SI”), as agent for itself, Eon Labs, Inc., and Fougera Pharmaceuticals Inc., utilizes Genco Pharmaceutical Services (Genco) and incurs the costs for processing and destruction of Products returned to Genco. SI will not assume responsibility for charges incurred by customers using other return companies or wholesalers for processing and destruction.

### ***RETURNABLE ITEMS FOR REIMBURSEMENT:***

A Product qualifies for reimbursement if:

- **Direct Contract**: Customers with a direct purchase contract with SI may return for reimbursement any Product purchased directly from SI;
- **Indirect Contract**: Customers with an indirect purchase contract with SI may return for reimbursement any Product purchased from any of the Authorized Servicing Wholesalers specifically identified within its indirect contract (**note**: wholesalers listed as authorized wholesalers for the purposes of state pedigree laws do not qualify as “Authorized Servicing Wholesalers” for the separate and distinct purposes of this Return Goods Policy);
- It is returned to Genco for processing;
- It is a SI, Eon, or Fougera labeled Product distributed through SI and is returned undamaged in full, unopened, sealed containers (damages to Product in transit, and concealed damages unknown to customer at time of the shipment, will be accepted as a return); and
- Expired Product with less than six months of dating and not to exceed the expiration date by more than 12 months.
- Sandoz may accept other returns at its sole discretion with prior approval;

Additional rules may apply based on the governing laws of the customer’s jurisdiction.

### ***RETURNABLE ITEMS, NO REIMBURSEMENT:***

The following may be returned, but will not be reimbursed:

- Products with more than six months prior to their expiration date, and Products that are more than 12 months past their expiration date;
- Overstock;
- Products damaged by negligence, water, fire, smoke or other insurable events; and
- Products involved in salvage, bankruptcy or insolvency proceedings;

***ADDITIONAL TERMS OF RETURN POLICY:***

- Please call Genco at (800) 950-5479 for return instructions.
- Wholesalers are not authorized to accept returns of SI distributed Products.
- Customers that purchase any Product directly from SI will receive reimbursement for all returns directly from SI Customer Support.
- SI will issue credit for batched debit memos that include returned product from multiple facilities on one debit memo. However, classes of trade should not be combined on a batched debit memo. Credit value will be based on contract price for that class of trade.
- Customers that purchase Products primarily through authorized wholesalers will be reimbursed by SI through a check from Genco Supply Chain Solutions.
- All credits will be issued at the lower of the current or most recent SI contract price available to the customer, or a standard SI selling price if no contract exists, or the actual purchase price paid for the Product.
- SI does not pay fees, such as processing charges, in connection with the return of any Product, except in the case of recalled Products.

**TRANSPORTATION CHARGES:** For expired product, transportation charges are to be prepaid by customer.

**PROCESS FOR EXPIRED PRODUCT RETURNS:**

- All expired returns must be sent to Genco for processing and destruction. Credit will be issued per SI terms noted herein unless notified by customer, with copy of, or citation to, the applicable statute/regulation, that state or local law requires otherwise.
- The shipping address for the expired product is:

Genco Pharmaceutical Services  
6101 N. 64<sup>th</sup> Street  
Milwaukee, WI 53218

- Controlled substances must be returned to Genco in accordance with Federal and State regulations governing the transfer of these substances. Prior to the return of any Schedule II narcotic, a DEA Form 222 must be issued by Genco. DEA 222 forms may be found on the Genco website: <http://www.genco.com/Healthcare/pharmaceutical-logistics.php>
- To ensure appropriate value can be determined, SI requires the following detail from each returning entity:
  - Authorized Servicing Wholesaler;
  - Debit memo date, number and amount;
  - Returning facility details including: facility name, address, city, state, zip code and DEA number;
  - Product details including: NDC, product description, batch, expiration date and quantity.
- Product must be segregated by debit memo.
- If the required information noted above is not provided, and credit amount cannot be determined, then no credit will be issued.

- For customers returning through other third party processors, SI will not issue credit if the third party processor does not provide the required information noted above and ship product to Genco.

### **DAMAGED & SHORTAGE CLAIMS FROM AUTHORIZED SERVICING WHOLESALEERS**

For direct customers only, in the event that a product is damaged upon delivery, the Authorized Servicing Wholesaler is responsible for the following:

- Contacting Sandoz Inc. Customer Services Contact via email or telephone at (800-525-8747)
- Noting any visible damages or shortages on the bill of lading or receiving document upon receipt of product.
- If requested by SI, providing photographs of damaged product for investigation purposes and emailing them to a Sandoz Customer Service contact.
- Reporting visible claims within 10 days of receipt of product or within a commercially reasonable period.
- Reporting concealed damages and shortages within 30 days of delivery or within a commercially reasonable period.
- Where loss, shortage, breakage, leakage, or other damage has occurred in transit, customer agrees to cooperate fully with SI's effort to establish a claim against the transportation company. Request for credit submitted without appropriate documentation will be denied.

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