

Ingenus Pharmaceuticals, LLC Return Goods Policy Effective: September 1, 2019

General Information

This returns policy ("Policy") is effective for all customers who purchase pharmaceutical products from Ingenus Pharmaceuticals, LLC, *unless otherwise required by law*. This Policy is incorporated by reference in all purchases between Ingenus and its customers and applies to all Ingenus Pharmaceuticals, LLC ("Ingenus") labeled pharmaceutical products, as well as, any other labeled pharmaceutical products that are purchased through Ingenus.

Credit will only be authorized if all conditions of this Policy are met and product is physically returned as instructed.

Authorization for Returns

Ingenus requires that all products must be returned through our authorized returns processor, Qualanex, and must have a Return Goods Authorization from Qualanex. All returnable product should be shipped to the following address, only after receiving a Return Goods Authorization:

Ingenus Pharmaceuticals, LLC
C/O Qualanex, LLC
1410 Harris Road
Libertyville, IL 60048
Telephone: 800-505-9291
Facsimile: 847-775-7258
www.qualanex.com

To request a Return Goods Authorization (RGA), please contact Qualanex at customerservice@qualanex.com, www.qualanex.com, or 1 (800) 505-9291 for immediate RGA online creation.

All eligible returns must adhere to the terms of this Policy, including the following:

- Return Goods Authorization must be issued by Qualanex and product must be returned within 30 days of such authorization of return.
- All returns must be in their original sealed packaging and shipped according to labeled storage conditions.
- All returns must be shipped prepaid by customer and are subject to a final inspection by Qualanex.

Product information required when obtaining a Return Goods Authorization:

- NDC Number
- Product Name
- Strength
- Quantity Returned
- Lot Number
- Expiration Date
- Requested Price
- Reason for Return

Returnable Items

- **Short-Dated and Expired Products:** In-date products with less than six months remaining shelf life. Expired products no more than 12 months past expiration date. All products must be in original sealed containers.
- **Partial Returns from Mandated States:** Eligible partial returns are limited to those states where Partial returns are required by law. All products must be in original containers.
- **Items Shipped in Error or Damaged in Transit:** Please contact Ingenus Customer Service at 1(866) 321-5031 or email customerservice@ingenus.com **for further instruction on these returns** within 5 days of receipt. Photographic evidence of the damage must be provided with the initial claim.

Non-Returnable Items

Products returned to Ingenus that fall under any of the reasons or conditions listed below will be deemed Non-Returnable and no credit will be issued.

- Returns not authorized by Qualanex on behalf of Ingenus with valid RGA Number.
- Products returned with more than six (6) months shelf life dating remaining or more than one (1) year past the expiration date.
- Opened products or products not in original containers/packaging.
- Products that have been partially used or dispensed to a patient.
- Overstock or products that are considered in-date, (more than 6 months shelf life remaining).
- Products involved in a donation in any way, fire or bankruptcy sale and/or product that has been repackaged.
- Products not properly stored as outlined by the Prescription Drug Marketing Act or that have been damaged due to improper storage or handling, fire, flood, or catastrophe.
- Products from which labels have been removed, defaced, or are illegible.
- Products for which proof of purchase cannot be verified.
- Products purchased as special buys, including but not limited to short date promotions and one-time buys.
- Products purchased or distributed contrary to federal, state or local law or Ingenus Pharmaceuticals, LLC's terms and conditions of sale.
- Products not physically returned to Ingenus including product processed for destruction.

Credit for Returns

Credit will only be issued after product is physically returned via a Return Goods Authorization and is confirmed to be within Ingenus' policy. Credit will be calculated at the lower of the original invoice price, current price or prevailing published list price. Ingenus reserves the right to make the final determination on credit issued. Partial returns from those states where mandated will be credited for the exact quantity returned. Ingenus is not responsible for any additional fees from its customers using third-party processors, including but not limited to destruction costs. Ingenus is not responsible for return shipments lost in transit or received in damaged condition (other than such damage as was reported in the initial RGA request).