



AMERICAN REGENT RETURN GOODS POLICY—WHOLESALER/DISTRIBUTOR
****EFFECTIVE JUNE 2019****

AUTHORIZATION:

All American Regent returns must be processed through the American Regent Return Goods Department. All returns must be accompanied by an authorization form and return authorization number. Any returns made to American Regent without approval will not be accepted and will be returned to the sender at their expense.

POLICY:

75% credit will be issued on all American Regent products that are returned short-dated with no more than 6 months' expiration dating remaining. Expired and overstocked product will be subject to 50% credit when the products are returned to American Regent within three (3) months after their date of expiration or with more than six (6) months' expiration dating remaining. American Regent will not issue credit on returns beyond three (3) months of the date of expiration. Merchandise sold to Distributors or Retail Pharmacies is considered a final sale and no returns will be accepted or credit issued, except where required by law. Any discounts applied on the original purchase will be deducted from any credit issued.

CREDIT WILL BE REFUSED ON:

- Packages that have been opened, partially used, marked, coded, stamped, or disfigured in any way.
- Products that have not been stored according to label instructions.
- Products that have been damaged by smoke, fire, or water, or those which have been involved in a bankruptcy sale.
- Products noted on invoice as "non-returnable."
- Products not returned within 30 days of authorization.
- Unauthorized returns.
- Distributor and retail pharmacy returns, except where required by law.
- No returns will be accepted from third parties.
- Any product returns from hospitals, health care entities, or charitable organizations in violation of the Prescription Drug Marketing Act of 1987.

PROCEDURE FOR RETURNING ITEMS:

- A) Return goods authorization numbers must be obtained by emailing the American Regent Return Goods Department at returns@americanregent.com. Returns will not be processed without the name and address of the returning party, the product name and NDC number, the lot number(s), the quantity to be returned, the date of the return, and the reason for return.
- B) Once the return authorization has been received, enclose a packing list in the shipping carton and ship to: American Regent Inc., at 26 Precision Drive, Shirley, New York 11967 with the authorization number clearly visible on the outside of the package(s). Federal law prohibits our representatives from transporting legend products between accounts or picking up returns.

TERMS OF RETURN:

Credit will be allowed toward future purchases of any American Regent products. Credits for return goods are only valid for one (1) year from the date of issuance.

COMPANY DISCLAIMERS:

Returns are subject to inspection and acceptance by American Regent and may not be claimed as an offset against outstanding invoices until a credit memo is issued. American Regent reserves the right to destroy product and refuse credit if products are returned outside the above procedures. This Return Goods Policy is subject to immediate revision, at any time, without notice, solely at American Regent's discretion.

TRANSPORTATION CHARGES:

Prepaid by customer except when American Regent is in error. No collect shipments will be accepted unless previously authorized by American Regent.

ADDITIONAL COMMENTS:

Material damaged in transit and shortage claims must be reported to American Regent within five (5) working days of receipt and noted to carrier on the receiving documents. Damaged material should be left in original cartons for inspection. Concealed damage or loss must be inspected by the carrier within fifteen (15) days after delivery and carrier's report must be forwarded to American Regent prior to approval. American Regent reserves the right to have a local representative inspect the damaged goods.

WHOLESALEERS ARE NOT AUTHORIZED TO ACCEPT RETURNS OF AMERICAN REGENT PRODUCT.