



Xellia Pharmaceuticals USA, LLC

[Effective Date: August 13, 2020](#)

Returned Goods Policy – End Users

This document governs all returns of Xellia Pharmaceuticals USA, LLC (“Xellia”) Product (as defined below). Xellia reserves the right to modify this Returned Goods Policy in whole or in part at any time at its sole direction. Product returns direct from distributors and wholesalers are subject to a separate return good policies.

Definitions

“**Product**” means all Xellia labeled product.

“**Purchaser**” means distributors or wholesalers selling Product to end user customers or end user customer buying direct from Xellia.

“**Customer**” means end user customers that purchase directly from distributors or wholesalers.

Return Goods Policy

Return Procedures:

- 1) All returns must comply with all Local, State and Federal regulations and statutes.
- 2) Xellia Sales representatives are not permitted to pick up, accept returns, or destroy Product.
- 3) Xellia reserves the right to inspect, test, and destroy any returned Products.
- 4) All Product identified for return by the Purchaser or Customer must be returned to Xellia for destruction by Xellia or its authorized agent.

- 5) All requests for returns must have prior authorization (“Return Goods Authorization” or “RGA”) from Customer Service. Please contact Customer Service by calling 1-833-295-6953, faxing your request to 1-877-204-4148, or emailing your request to XelliaPharmaReturns@icsconnect.com. Purchaser or Customer must send their returned Products to the Xellia Distribution Center along with a completed RGA form to be eligible for reimbursement. The address for all returns is:

Xellia Returns – ICS
6450 LaSalle Dr.
Lockbourne, OH 43137

- 6) All return authorizations and returned Product need to be sent back to Xellia within thirty (30) days of authorization through the RGA process.
- 7) Purchaser or Customer must follow such instructions and this Policy, and must provide the following information on the packing list accompanying each return:
- Name and address of original Purchaser or Customer returning Product
 - DEA of the original Purchaser or Customer returning the Product
 - Purchaser (Distributor or Wholesaler) name, address and phone number for indirect Customer returning Product
 - Product list, including: Product Name, National Drug Code (NDC) Number, quantity being returned, lot number(s), and expiration date of each
 - RA Reference number
 - Reason for return and noting if the return is associated with an Adverse Event or a product complaint
 - Order/Invoice Number
- 8) Product shall be shipped to Xellia or its authorized agent, in a safe, secure, and reliable manner.
- 9) Returns must be shipped pre-paid except for Product shipped in error, damaged, non-conforming, withdrawn or recalled Product.
- 10) Returns associated with an Adverse Event or product complaint shall be returned using any special instructions provided by Xellia or its authorized agent.
- 11) Xellia will accept returned Product shipments from Purchasers, Customers, and their designated third-party return processors. However, Xellia is not responsible for such processor’s processing costs or other fees.
- 12) Xellia’s physical count is final.

Product Returns eligible for reimbursement:

- 1) Product that is “expired.” Product is deemed “expired” if it is between one (1) month prior and three (3) months post expiration date. Exceptions will be made for specific customers whose contract stipulates differently, or where state statutes limit pharmacy returns differently. Partial returns will be accepted from those states that regulate returned goods and require such acceptance.
- 2) Product shipped in error by Xellia about which Xellia received notice within five (5) business days of Purchaser’s receipt of Product.
- 3) Withdrawn or recalled Product initiated by Xellia.
- 4) Product damaged in transit. Purchaser must document visible damage on carrier’s bill or related documentation and request carrier to visually verify at that moment. Purchaser must immediately contact Customer Service to report damaged Product within five (5) business days of Purchaser’s receipt of Product. Concealed product damages must be reported to Customer Service within five (5) business days upon discovery and provide sufficient evidence of damage incurred during the shipment from Xellia.
- 5) Product not in conformity with Xellia’s specifications for quality and safety will be eligible for 100% credit. Report any quality issue, safety concern, adverse drug reaction or adverse drug event by calling 1-833-295-6953.

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In addition to the foregoing, to be eligible for reimbursement (i) Product must be returned in unopened, original containers with original label and the completed RGA form; (ii) Product must be returned by a Purchaser, Customer or their designated third party returns processor; and (iii) Product must not be altered or re-packaged.

Product Returns ineligible for reimbursement:

- 1) Product damaged by accident, fire, smoke, heat, cold, water or natural disasters are not eligible for credit.
- 2) Product that requires refrigeration.
- 3) Product that has otherwise deteriorated due to improper storage conditions or improper handling.
- 4) Products returned with more than one (1) month expiration dating remaining, unless otherwise agreed in contract or where state statutory limit is different.
- 5) Products returned more than three (3) months beyond the expiration date noted on the package/container, unless otherwise agreed in contract or where state statutory limit is different. (Product may be returned for destruction, but no credit will be issued).
- 6) Packages/containers with labels added to or removed from original manufacturer's package/containers; except for labels affixed by a third party returned goods processing company so long as the affixed label does not obscure the manufacturer's original label product description, NDC number, lot number or expiration date.
- 7) Products returned with illegible or missing NDC, lot number, expiration date, or 2D bar codes, RFID tags or other tracking elements for pedigree tracking as required by relevant law or regulation.
- 8) Altered or Repackaged Product.
- 9) Product purchased on clearance, bankruptcy or similar sale.
- 10) Product sold on a non-returnable or non-refundable basis.
- 11) Product purchased or otherwise obtained in violation of any federal, state or local law or regulation.
- 12) Products destroyed off-site or otherwise that have not been returned directly to Xellia.
- 13) Product purchased outside the United States of America or from a distributor that is not a Xellia Authorized Distributor of Record (ADR).
- 14) Discontinued Product initiated by Purchaser.
- 15) Samples.
- 16) Product deemed as 'Overstock' unless agreed to by both parties.

Terms:

All returned Product will be subject to terms and conditions in Xellia's Returned Goods Policy in effect at the time Xellia authorizes the return and subject to review by Xellia or its authorized agent.

- 1) Issuance of an RGA number does not guarantee issuance of credit memo as it is dependent on confirmed receipt, documentation, and review of returned Product by Xellia or its authorized agent.
- 2) Returns without an RGA number will be destroyed by Xellia without notification. Product destroyed by Purchaser or agent of Purchaser shall not receive credit.
- 3) RGA numbers are valid for thirty (30) calendar days from issuance, and expired RA numbers shall be invalid and not eligible for credit.
- 4) Xellia will not pay or reimburse fees, insurance or shipping costs associated with Product returns except for Product shipped in error, damaged, non-conforming, withdrawn or recalled Product.
- 5) Credit will be based on the lower of invoice or contract price, less any discounts or fees, at time of purchase from Xellia or date of the return.
- 6) For Xellia approved returns due to buyer error, there will be a 20% restocking charge and will be deducted from the unit price on the credit memo.
- 7) Xellia will credit the Purchaser's account for Product deemed eligible for reimbursement.
- 8) Credits for Product returns expire one-hundred eighty (180) days from issuance date.

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