



## Seller's Return Goods Policy for Generic Products

*Unless otherwise required by regulation or law.*

The following Return Goods Policy (“Policy”) applies to generic products with the following labeler codes and NDCs:

**Generic Products:** 00093, 00172, 00182, 00555 (excluding the following Product NDCs: 00555-0762-02, 00555-0763-02, 00555-0764-02, 00555-0765-02, 00555-0766-02, 00555-0767-02 and 00555-0768-02), 00703, 50111 and 55253 (including only the following Product NDCs: 55253-0600-30, 55253-0601-30, 55253-0801-30, 55253-0801-90, 55253-0802-30 and 55253-0802-90), 00228, 00472, 00591, 16252, 45963, 52152, 52544, 54391, 62037 and 67767 (collectively, “Products”). Attachment A attached hereto identifies certain brand products which are owned by Allergan USA, Inc. and shall not be considered Products under this Policy. Customers wishing to submit return requests for any products listed in Attachment A shall do so according to the respective Allergan USA, Inc. return policy.

### Generic Products Eligible for Return

Products eligible for return must (i) be expired, (ii) be in original and unopened packaging (i.e., unopened vials, inhalers, bottles, syringes, etc.), (iii) include a legible lot number and expiration date thereon, (iv) be returned at any time within one (1) year following the expiration date stated on the package and (v) not be either listed or subject to any of the conditions set forth in the “Non-Returnable Goods” section set forth on the following page of this Policy. In the event that the package expiration date is stated in a month/year format, such expiration date will default to the last day of the stated month. Submission of a Product return claim by any customer does not guarantee such customer will receive credit for the Product return. Seller reserves the right to reject Product return claims in the event any of the aforementioned requirements are not met.

This Policy applies to any generic Product distributed throughout the United States and the Commonwealth of Puerto Rico by Teva Pharmaceuticals USA, Inc. and its affiliated companies, including Teva Parenteral Medicines, Inc. (formerly known as SICOR Pharmaceuticals, Inc.), IVAX Pharmaceuticals, Inc., Goldline Laboratories, Inc., Barr Laboratories, Inc., Pliva Inc., and Actavis Pharma, Inc. (collectively, “Seller”).

### Seller Return Goods Agent

Inmar/MedTurn Pharmaceutical Services (“Inmar/MedTurn”) is the approved return goods agent for Seller. Inmar/MedTurn will accept Seller return good shipments from other third party return goods processors.

Seller will not pay for, nor reimburse customers for, any return goods transportation costs, handling fees, or processing fees incurred. Direct purchasing customers are specifically prohibited from deducting from any payment any such return transportations costs, handling fees, or processing fees.

**All returns should be sent to Inmar/MedTurn for RA requests (labels) using one of the following options: <https://CLSNETLINK.COM>, email: [rarequest@inmar.com](mailto:rarequest@inmar.com) or fax to (817) 868-5343. To contact Inmar/MedTurn Pharmaceutical Services—Ft. Worth directly, please call (800) 967-5952 or (817) 868-5300. Please ensure that a debit memo number is provided for each request. To receive reimbursement, all eligible returns should be shipped pre-paid to: Inmar/MedTurn Pharmaceutical Services, 4332 Empire Road, Fort Worth, TX 76155. Customers will only be eligible to receive reimbursement for those Product units submitted to Inmar/MedTurn; Inmar/MedTurn will work with all customers to ensure that all Product units are received. Any discrepancies with regard to the quantity of units returned/submitted to Inmar/MedTurn should be resolved between Inmar/MedTurn and the respective customer before Inmar/MedTurn submits a final claim to Seller for refund reimbursement.**



All eligible Products shipped to Inmar/MedTurn shall be shipped in a safe, secure, and reliable manner, and in compliance with all applicable federal, state, and local laws, regulations, and statutes. It is the shipper's responsibility to securely package all return goods to prevent breakage during transit and otherwise comply with laws and regulations applicable to the packaging, shipping, and transport of return goods shipments. Inmar/MedTurn's acceptance of damaged, broken, wet, and/or leaking shipping containers damaged before or during shipment shall in no way obligate Seller to reimburse the customer for the returned goods. Seller recommends that all customers insure return goods shipments.

### **Non-Returnable Goods**

- 1) The following goods may not be returned for credit under this Policy and shall be deemed “**Non-Returnable Goods**”:
  - a) Forms-only returns (i.e., **merchandise must be received by Inmar/MedTurn Pharmaceutical Services to receive a return credit**).
  - b) Merchandise sold on a non-returnable basis, marked non-returnable, professional sample, professional package, free goods or with similar markings or special label.
  - c) Merchandise damaged by insurable events such as fire, smoke, etc. or involved in salvage, bankruptcy or fire sales.
  - d) Merchandise which is damaged and/or deteriorated (i) outside of Seller's control and (ii) after customer assumes full responsibility for the Product shipment (i.e. Products affected by improper customer storage or handling).
  - e) Merchandise sold, purchased or distributed contrary to federal, state or local law.
  - f) Product donated to any external party by Seller.
  - g) Unless required by federal or state law, partially or fully open packages, or packages from which labels have been removed or defaced in any manner, including, but not limited to patient and/or prescription labels and Products that are returned by patients as part of a take back disposal program.
  - h) Non-approved returns as directed by Seller.
  - i) Products purchased for federal and state governmental customers for stockpiling purposes (i.e., such sales shall be final and non-returnable).
  - j) Overstock merchandise in customer's inventory.
  - k) Any Product which is repackaged outside of Seller's original packaging/label, including third party packaging material.
  - l) Any Product which has been dispensed to a patient.
  - m) Any product which has a labeler code or NDC not listed in the first section of this Policy.

**Note:** Products not eligible for return and reimbursement can be sent to Inmar/MedTurn for disposal and destruction; however, no reimbursement will be issued for said Product unless state or local law requires otherwise. Any Inmar/MedTurn fees or charges for such disposal and destruction shall be borne by the customer. Additionally, Non-Returnable Goods returned to Seller may be processed by Seller, may subject customer to processing fees incurred by Seller and will not be returned to the customer.

### **Valuation of Generic Product Returns**

- 1) For customers who purchase Products directly from Seller, a credit will be issued based upon the lower of the (i) purchase price at the time the returned merchandise is received by Inmar/MedTurn OR (ii) invoice price at the point of original purchase. If Seller is unable to locate a price for the returned merchandise, Seller reserves the right to use the then current Seller's average price of the applicable merchandise.



- 2) For customers who purchase Products indirectly from Seller (via an authorized distributor/wholesaler), a credit will be issued based upon the lower of the current indirect net contract price or the indirect net contract price at the time of Product purchase. If Seller is unable to locate a price for the returned merchandise, Seller may value the applicable merchandise at the then current Seller's average price. Credit value will be calculated pursuant to the selected methodology stated herein, less any applicable promotional rebates offered to customer by Seller. For the avoidance of doubt, the price used to calculate the applicable credit value will not include any upcharge pricing to cover distributor or wholesaler expenses incurred by Seller. An indirect customer could receive a reimbursement refund from Inmar/Medturn in the form of a check.
- 3) For generic Product batch returns, a credit will be issued based upon the lower indirect net contract price at the time the returned merchandise is received or the indirect net contract price at the time of Product purchase OR the then current Seller's average price of the applicable merchandise.
- 4) **All indirect customer** returns which are batched and/or consolidated by 3<sup>rd</sup> party return providers must meet the following additional requirements in order to receive return credit from Seller:
  - a) All Product returns which were initially awarded to a government contract must be returned on a separate debit memo, with a unique debit memo prefix identifying if such Product was initially sold to either a 340B entity or any other governmental entity.
  - b) All debit memo prefixes must be sent to Seller's attention at [TevaReturns.TevaReturns@tevapharm.com](mailto:TevaReturns.TevaReturns@tevapharm.com).
  - c) All batched Product returns which consist of numerous end customers must also contain additional end customer level detail on the debit memo at the time of return to Inmar/MedTurn.
- 5) Customers are prohibited from deducting based on debit memo amounts without the prior written approval of Seller. Debit memo amounts are often estimated and not formally considered valid by Seller until final approvals have been secured and therefore should not be deducted from future payments owed to Seller.

#### Miscellaneous

- 1) Seller reserves the right to verify all returns to make certain that they conform to this Policy.
- 2) Seller reserves the right to promptly destroy any returned merchandise whether or not eligible for credit or exchange.
- 3) Seller requires proof of purchase source of all merchandise returned for credit or exchange.
- 4) Transportation charges, including insurance, are the responsibility of the customer.
- 5) With respect to claim merchandise, an even exchange or credit will be allowed for loss or damage evident at delivery time if noted on the carrier's delivery receipt and reported to Seller within five (5) days. Concealed loss or damage must be inspected by the carrier within fifteen (15) days after delivery and carrier's inspection report must be forwarded to Seller. An incorrect/damaged shipment of a controlled substance must be reported within one (1) business day from the date of receipt of such merchandise. To request a Return Authorization (RA) please contact Seller's Returns department at (215) 591-8859 or [TevaReturns.TevaReturns@tevapharm.com](mailto:TevaReturns.TevaReturns@tevapharm.com).
- 6) Seller's Policy strictly prohibits any sales representative or any other employee from giving samples or stock packages to any customer to replace merchandise. All returns must be made according to this Policy.

This Policy is subject to change by Seller at any time and without prior notice to other parties.



**ATTACHMENT A**  
**ALLERGAN USA, INC. PRODUCTS NOT COVERED UNDER THIS POLICY**

<b>NDC</b>	<b>Product Description</b>
52544093001	ACTIGALL 300MG CAP 100
52544088454	ALORA TS 0.025MG/DAY 1
52544088408	ALORA TS 0.025MG/DAY 8
52544047108	ALORA TS 0.05MG/DAY 8
52544047208	ALORA TS 0.075MG/DAY 8
52544047308	ALORA TS 0.1MG/DAY 8
52544007660	ANDRODERM 2MG/DY P 60
52544007730	ANDRODERM 4MG/DY P 30
52544025428	BREVICON WALLETTTE 0.5/0.035MG T 3X28
52544004513	CONDYLOX GEL 0.5% 3.5GM 3.5
52544004613	CONDYLOX SOLN 0.5% 3.5ML 3.5
52544004424	CORDRAN TAPE 4MCG/CM2 ROLL 1-24X3
52544004480	CORDRAN TAPE 4MCG/CM2 ROLL 1-80X3
52544025524	CRINONE 4% GEL APPLTR 6X1.125G
52544025612	CRINONE 8% GEL APLTR 15X1.125G
52544028412	CRINONE 8% GEL APPLTR 15X1.45G 21.75G
52544023854	ELLA 30MG TAB 1
52544095701	FIORICET 50/325/40MG TAB 100
52544095501	FIORINAL 50/325/40MG CAP 100
52544095601	FIORINAL/COD 50/325/40/30MG CAP 100
52544008430	GELNIQUE 10% TGEL 30 SACHET
52544004154	GELNIQUE 3.0% GEL 92G 30MD
52544020431	GENERESS FE .8MG/25MCG TAB 3X28
52544093102	INFED (IRON DEXTRAN INJ) 50MG 10X2ML
52544093107	INFED (IRON DEXTRAN INJ) 50MG 10X2ML
52544016460	KADIAN ER 100MG CAP 60
52544001160	KADIAN ER 10MG CAP 60
52544022060	KADIAN ER 200MG CAP 60
52544021160	KADIAN ER 20MG CAP 60
52544003260	KADIAN ER 30MG CAP 60
52544003960	KADIAN ER 40MG CAP 60
52544005260	KADIAN ER 50MG CAP 60
52544006360	KADIAN ER 60MG CAP 60
52544089660	KADIAN ER 80MG CAP 60
52544003554	LILETTA 18.6MCG/DAY US 1
52544062201	MICROZIDE 12.5MG CAP 100



52544016101	NORCO 10/325MG TAB 100
52544016105	NORCO 10/325MG TAB 500
52544091301	NORCO 5/325MG TAB 100
52544016201	NORCO 7.5/325MG TAB 100
52544025928	NORINYL 1+35 1/0.035MG TAB 6x28 WALLETTE
52544023528	NOR-QD 0.35MG TAB 6x28 168
52544015726	NUVESSA 1.3% GEL 5GM
52544092054	OXYTROL OXYBUT TS(US) 3.9MG/D P1
52544092008	OXYTROL OXYBUT TS(US) 3.9MG/D P8
52544007960	PREQUE 10 TAB 60
52544015130	RAPAFLO 4MG CAP 30
52544015230	RAPAFLO 8MG CAP 30
52544015219	RAPAFLO 8MG CAP 90
52544018876	TRELSTAR 11.25MG MIXJECT VIAL 1
52544018976	TRELSTAR 3.75MG MIXJECT VIAL 1
52544009276	TRELSTAR 6 MONTH 22.5MG MIXJECT 1 VIAL
52544027428	TRI-NORINYL .5;1;.5/.035MG TAB 6X28