

## Prasco Brand Return Goods Policy

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This policy document serves as notification of Prasco's current policy for the return of brand pharmaceutical products purchased from Prasco, Authorized Distributors and Dispensers/Providers, including licensed pharmacies and other entities licensed to dispense/administer Prasco product. Returns will not be accepted from other entities.

### PROCEDURE FOR RETURNING PRODUCTS

Prasco has selected FedEx Supply Chain (formerly GENCO Pharmaceutical Services) to handle and process the return of brand pharmaceutical products purchased from Prasco. Returns must be made directly to:

FedEx Supply Chain  
6101 North 64<sup>th</sup> Street  
Milwaukee, WI 53218  
DEA #RS0230778

Phone: 800.950.5479 or 414.967.2800

### RETURN AUTHORIZATION REQUIREMENT

The following circumstances require return authorization; otherwise, no return authorization is required:

- Schedule II Controlled Substances - contact FedEx Supply Chain via email at [mfgr222requests@genco.com](mailto:mfgr222requests@genco.com) to obtain return authorization and DEA Form-222
- Shipment errors and damages – *refer to "Shipment Errors and Damages"*
- Initial stocking orders of newly launched products - *refer to "Products Eligible for Return Reimbursement"*

### TERMS & CONDITIONS

- All products returned must meet eligibility criteria stated in the Return Policy.
- Payment of transportation for returns must be prepaid.
- It is suggested that the account returning products insure all shipments.
- The following information must be included with the return goods shipment:
  - Origination name and mailing address
  - Remit to name and mailing address
  - Debit memo number
  - NDC
  - Lot Number
  - Expiration Date
  - Quantity
- The name and address of the company from which product was purchased is to be provided upon request.
- Failure to provide any or all of the required information may result in the return being disallowed and destroyed.
- Prasco cannot be responsible for shipments lost in transit.
- All eligible products shipped to FedEx Supply Chain, Prasco's return goods processor, are to be shipped in a safe, secure, and reliable manner, and in compliance with all applicable federal, state and local laws, regulations and statutes.
- Where required, a return goods authorization form, including authorization number, must be included with shipment. This number can be obtained from Prasco Customer Service at 866.525.0688.
- REIMBURSEMENT FOR RETURN GOODS IS SUBJECT TO VERIFICATION BY PRASCO, OR ITS AGENT, THAT THE RETURNED PRODUCT FALLS WITHIN PRASCO'S GUIDELINE FOR RETURN GOODS REIMBURSEMENT. CREDIT FOR RETURN GOODS IS ESTABLISHED AT THE SOLE DISCRETION OF PRASCO.

## Prasco Brand Return Goods Policy

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### SHIPMENT ERRORS AND DAMAGES

FedEx Supply Chain will not accept returns for shipments made in error or damaged during shipment.

#### Direct Purchasers<sup>1</sup>

- Please contact Prasco Customer Service at 866.525.0688 for authorization and instructions.
- Issue must be reported within fourteen (14) days of receipt.
- Damaged shipments must be accompanied by signed delivery receipt (bill of lading) from the carrier.
- Product must have the return authorization number visible on the carton and be received within ten (10) business days of the date return authorization is issued.

#### Indirect Purchasers<sup>2</sup>

- Please contact the authorized distributor through which product was purchased for instructions.

### THIRD PARTY PROCESSOR INFORMATION

- Returns from Third Party Processors acting on behalf of Dispenser/Provider are accepted provided the processor complies with all aspects of the return policy.
- Third Party Processors acting on behalf of an Authorized Distributor must comply with and are subject to the terms of this policy.
- Prasco is not responsible for fees incurred by Third Party Processor.
- Returns may be held pending verification of Dispenser/Provider shown on returns listing.
- Aggregated returns – for credit to be issued, supporting documentation with line item detail including purchase price and returning entity must be provided.

### PRODUCTS ELIGIBLE FOR RETURN REIMBURSEMENT

- Directly purchased from Prasco or from a Prasco Authorized Distributor with proof of purchase supplied upon request.
- In original packaging with label intact and fully readable including NDC, bar-code, lot number, and expiration date.
- Expired product within six (6) months prior to and twelve (12) months past expiration date.
- Products where direct terms of sale on the invoice or offer letter from Prasco expressly permit returns.
- Direct Purchaser<sup>1</sup> – initial stocking orders of newly launched products if returned within twelve (12) months following the date of launch, but not prior to six (6) months past the initial receipt of the launch merchandise, and no purchases have occurred since the initial purchase. In this situation, the Purchaser shall contact Prasco Customer Service at 866.525.0688 to obtain return goods authorization. A credit of 100% of the Purchase Price<sup>3</sup> less all applicable discounts and allowances will be issued by Prasco.
- Products associated with a Prasco initiated recall are returnable subject to specific terms of the recall notice and requested return actions.
- Discontinued products according to the returns provision stated in the discontinued notice.
- Acquired Product<sup>5</sup> – An Acquired Product is eligible for return under the normal Prasco Brand Return Goods Policy in effect at the time of the product's return. The Acquired Product is governed by the Prasco Brand Return Goods Policy upon completion of the acquisition as communicated in the Prasco acquisition notice.
- Divested products are handled through the terms of the divested product agreement, unless otherwise specified for specific return events. Reimbursements for divested products will be issued based on the product purchase price at the time of divestiture (which may be a special or contract price) less ten percent (10%), unless otherwise required by applicable law.

## Prasco Brand Return Goods Policy

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### PRODUCTS INELIGIBLE FOR REIMBURSEMENT

Unless explicitly stated above, all other products are ineligible for reimbursement. For the purpose of clarification, the following list contains additional information describing conditions where no credit will be issued. This list is not exhaustive of all situations disqualifying credit.

- For products where proof-of-purchase from Prasco or an Authorized Distributor cannot be verified either by invoice supplied by returning entity or EDI 867 data for Authorized Distributor.
- For products that have been involved in a sacrifice, fire, or Bankruptcy sale; or items that have been damaged by fire, water, or smoke.
- For products sold expressly on a non-returnable bases.
- For frozen products.
- For products that have been repackaged<sup>4</sup>.
- For professional samples.
- For products obtained illegally or via diverted means or acquired for the purpose of returning to Prasco for credit.
- For products returned where the saleable unit container contains more product than was originally packaged (over packed containers).
- For reconstituted vials of parental products which may not be returned regardless of labeled expirations date.
- For counterfeit or re-imported products.
- For products stored out of compliance with specifications or handled improperly.
- For products with missing or defaced labels, or in leaking containers.
- For products containing prescription labels.
- For products manufactured to customers specifications.
- For donated products.
- For products destroyed by a wholesaler or third party processor for customer or wholesaler.
- For products sold to any government stockpile program.
- For partials of products in cream, liquid, inhaler, or injectable form.
- For products that are not in the original manufacturer container.

### BASIS OF CREDIT

- All eligible products returned in accordance with and subject to the terms and conditions set forth herein, are subject to valuation by Prasco in its sole discretion.
- For opened bottles, credit will be issued based upon individual tablet count.
- Unless otherwise specified for specific return events, or outlined to the contrary in this document, reimbursements will be valued at the lower of the current wholesale (WAC<sup>6</sup>) price less 10% or the contracted price. For out-of-date products, the contracted price in effect at the time of lot expiration, as determined by Prasco, will be used, unless otherwise required by applicable law.
- Prasco will accept returns according to the Prasco Brand Return Goods Policy.
- For Direct Purchasers, credit will be issued in the form of a credit memo to such Direct Purchaser.
- For Indirect Purchasers, credit will be issued through applicable Authorized Distributor.

## Prasco Brand Return Goods Policy

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### SPECIAL INSTRUCTIONS

- Products returned that do not meet the above guidelines will not be returned to Purchaser and no credit will be issued.
  - Prasco has the right to destroy any returned goods in its custody.
  - Prasco reserves the right to deduct the costs incurred for the processing/destruction of ineligible returned product from the total credit for the return. Ineligible products should NOT be sent back to Prasco.
  - All eligible products returned in unopened or partial containers, in accordance with and subject to the other terms and conditions set forth herein, are subject to valuation by Prasco in its sole discretion.
  - This statement of policy shall supersede and/or serve as notice of termination of any previous agreement or policy for Prasco brand products whether written, oral, or established through course of dealing between you and Prasco with respect to the subject matter hereof.
  - Prasco's Brand Return Goods policy is subject to change at any time and without prior notice to other parties.
  - Returned quantities will be audited by Prasco's return goods processor and final credit will be based on Prasco's return goods processor's count.
  - Prasco reserves the right to destroy product which are returned outside this policy, or which are considered unfit or unsafe for use.
  - Prasco will not directly reimburse consumers or pharmacies.
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- *Direct Purchaser<sup>1</sup> is defined as a purchasing entity that purchases product directly from Prasco.*
  - *Indirect Purchaser<sup>2</sup> is defined as a purchasing entity that purchases product from a Prasco Authorized Distributor.*
  - *Purchase Price<sup>3</sup> is defined as the acquisition cost (the Purchase Price less all applicable discounts and allowances) of the product from Prasco, or, if applicable, the contract price in effect for the returning entity at the time the product/lot was sold.*
  - *Repackaged<sup>4</sup> is defined as product that has been removed from its original Prasco shipped selling unit container and packaged into another container, or, if the original selling unit container has been modified or changed in any way, including labeling.*
  - *Acquired Product<sup>5</sup> is any product acquired by Prasco through an acquisition of such product or through the acquisition of, or merger with, the company selling the product.*
  - *Wholesale Acquisition Cost (WAC)<sup>6</sup> as published by First DataBank, represents the manufacturer's (includes manufacturers, repackagers, private labelers, and other suppliers) published catalog or list price for a drug product to wholesalers as reported to First DataBank by the manufacturer. WAC does not represent actual transaction prices and does not include prompt pay or other discounts, rebates or reductions in price.*

**\*APPLICABLE PRASCO CONTRACT TERMS MAY OVERRIDE THIS POLICY\***