

## Prasco Brand Return Goods Policy

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This Brand Return Goods Policy (this “Return Policy”) is Prasco LLC’s (dba Prasco Laboratories) (“Prasco”) current policy for the return of brand pharmaceutical products<sup>1</sup> purchased from Prasco or from a distributor or wholesaler with which Prasco has established an ongoing relationship to distribute such brand pharmaceutical products (an “Authorized Distributor”).

### RETURN PROCESS – RETURN AUTHORIZATION REQUIRED

Request for Return Authorization (Box Label) can be made by any one of the following methods:

1. Access the Inmar website at <https://returns.healthcare.inmar.com> and provide all required information. (Box label printed from website)
2. E-mail your debit memo to [rarequest@inmar.com](mailto:rarequest@inmar.com). Include all of the required information listed below in the Terms & Conditions section; separate debit memos are required for each label code. (Box label emailed)
3. Fax your debit memo to Inmar at (817) 868-5343. Include the following data: NDC number, lot number, and expiration date(s) assigned to each NDC. (Box label faxed)

Forward returns to the Inmar processing facility in Grand Prairie, TX reflected on the Box Label.

For assistance with the return process, contact Inmar Customer Service at 1-800-967-5952. Hours of operation are Monday through Friday from 8:00 a.m. – 5:00 p.m. Central Time.

### GENERAL TERMS & CONDITIONS

- All products returned must comply with all terms and otherwise meet the eligibility criteria stated in this Return Policy.
- Payment of transportation for returns must be prepaid by customer.
- The following information **must** be included with the return goods shipment:
  - Returning entity and mailing address (Pharmacy etc.)
  - Remit to name and mailing address
  - Debit memo number
  - NDC Number
  - Lot Number
  - Expiration Date
  - Quantity
- Failure to provide all of the required information may result in the return being disallowed.
- Prasco is not responsible for shipments lost or damaged in transit.
- Prasco recommends the customer returning products insures all shipments.
- All eligible products shipped to Inmar, Prasco’s return goods processor, must be shipped in a safe, secure, and reliable manner, and in compliance with all applicable federal, state and local laws and regulations.
- 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.
- REIMBURSEMENT FOR RETURN GOODS IS SUBJECT TO VERIFICATION BY PRASCO, OR ITS AGENT, OF COMPLIANCE WITH THIS POLICY. THE AMOUNT OF CREDIT PROVIDED FOR A RETURNED GOOD IS ESTABLISHED AT THE SOLE DISCRETION OF PRASCO.

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### SHIPMENT ERRORS AND DAMAGES

Inmar will not accept returns for shipments made in error or damaged during shipment.

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

- Please contact Prasco Customer Service at [customer.service@prasco.com](mailto:customer.service@prasco.com) for authorization and instructions.
- Issue must be reported within five (5) days of receipt.
- Concealed damages must be reported within ten (10) days of receipt.
- Photos of the damaged product are required.
- Damage claims and shipping errors must be reported by the receiving facility – claims reported by Accounts Payable, or other departments, i.e. “notice of deduction,” will not receive credit.

#### **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 an Authorized Distributor or a customer will be accepted provided the processor complies with all aspects of this Return Policy.
- Prasco is not responsible for any fees of a third-party processor, including any administrative, handling or freight charges.
- Aggregated returns – for credit to be issued, a separate debit memo for each customer will be required that includes the returning pharmacy information. Also, supporting documentation with line item detail including purchase price must be provided upon request.

### 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.
- Product within three (3) months of expiration date and not more than twelve (12) months past expiration date. ***No credit will be issued for product returned more than twelve (12) months past its expiration date.***
- Products associated with a Prasco initiated recall are returnable subject to specific terms of the recall notice and requested return actions.

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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. Please note, this list is subject to change at Prasco's discretion and 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 basis either directly to Pharmacy or through an authorized distributor.
- For frozen products.
- For products that have been repackaged<sup>3</sup>.
- For professional samples.
- For products obtained illegally or via diverted means or acquired for the express 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 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 without Prasco's written approval.
- 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 AND REIMBURSEMENT AMOUNT

- 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 (WAC5) 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's determination as to the value of credit shall be final.
- 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.

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### MISCELLANEOUS

- Product returns that do not comply with this Return Policy are not eligible for return and/or credit.
- 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.
- This Return Policy supersedes, and serves as notice of termination of, any previous agreement or policy for brand products distributed by Prasco whether written, oral, or established through course of dealing between you and Prasco with respect to the subject matter hereof.
- This Return Policy is subject to change at any time and without prior notice to other parties.
- Prasco reserves the right to destroy product which is returned outside this Return Policy, or which is considered unfit or unsafe for use.
- Prasco will not directly reimburse consumers or pharmacies.

1. *Direct Purchaser<sup>1</sup> is defined as a purchasing entity that purchases product directly from Prasco.*
2. *Indirect Purchase<sup>2</sup> is defined as a purchasing entity that purchases product from a Prasco Authorized Distributor.*
3. *Acquired Product<sup>3</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.*
4. *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.*

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

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<sup>i</sup> The following NDCs are to follow this policy (subject to change without prior notice)

- 43485-101-60    43485-102-60    43485-103-60    43485-104-60
- 72495-201-05    72495-202-10
- 76388-635-25    76388-713-25    76388-880-25