



Sandoz Inc. - Return Goods Policy

Sandoz Inc. (“SI”), as agent for itself and Eon Labs, Inc., utilizes Capital Returns, Inc. and incurs the costs for processing and destruction of Products returned to Capital Returns. SI will not assume responsibility for charges incurred by customers using other return companies or wholesalers for processing and destruction.

RETURNABLE ITEMS FOR REIMBURSEMENT:

A Product qualifies for reimbursement if:

- **Direct Contract:** Customers with a direct purchase contract with SI may return for reimbursement any Product purchased directly from SI;
- **Indirect Contract:** Customers with an indirect purchase contract with SI may return for reimbursement any Product purchased from any of the Authorized, Servicing Wholesalers specifically identified within its indirect contract (note: wholesalers listed as authorized wholesalers for the purposes of state pedigree laws do not qualify as “Authorized Servicing Wholesalers” for the separate and distinct purposes of this Return Goods Policy);
- It is returned to Capital Returns, Inc. for processing;
- It is a SI, Geneva, Apothecon, Eon, Lek or Sabex labeled Product distributed through SI and is returned undamaged in full, unopened, sealed containers (damages to Product in transit, and concealed damages unknown to customer at time of the shipment, will be accepted as a return); and
- It will expire in 6 months or less, or exceeds the expiration date by not more than 12 months.

Additional rules may apply based on the governing laws of the customer’s jurisdiction.

RETURNABLE ITEMS, NO REIMBURSEMENT:

The following may be returned, but will not be reimbursed:

- Products that are more than 6 months prior to their expiration date, and Products that are more than 12 months past their expiration date;
- Overstock;
- Products damaged by negligence, water, fire, smoke or other insurable events; and
- Products involved in salvage, bankruptcy or insolvency proceedings;
- **Direct Contract:** Customers with a direct purchase contract with SI may return Product purchased from a secondary source, but will not be reimbursed for the return of Products purchased or received from a secondary source;
- **Indirect Contract:** Customer with an indirect purchase contract with SI may return, but will not be reimbursed for the return of Products purchased or received from a person or an entity that is not an Authorized, Servicing Wholesaler identified and listed within their Indirect Purchasing Contract.

ADDITIONAL TERMS OF RETURN POLICY:

- Please call Capital Returns, Inc. at (800) 950 5479 for return instructions.
- Wholesalers are not authorized to accept returns of SI distributed Products.
- Customers that purchase any Product directly from SI will receive reimbursement for all returns directly from SI Customer Support.
- Customers that purchase Products primarily through authorized wholesalers will be reimbursed by SI through a check from Capital Returns, Inc.
- All credits will be issued at the lower of the current or most recent SI contract price available to the customer, or a standard SI selling price if no contract exists, or the actual direct invoice price paid for the Product.
- SI does not pay fees, such as processing charges, in connection with the return of any Product, except in the case of recalled Products.

TRANSPORTATION CHARGES: Are to be prepaid by customer.

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