

**Sandoz Inc., Return Goods Policy**

**Effective August 1, 2019**

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This Return Goods Policy of Sandoz Inc., (“SI”) applies to all generic pharmaceutical products manufactured and/or distributed by SI in the USA. Sandoz Inc. is an agent for itself, Eon Labs, Inc., and Fougera Pharmaceuticals. Only products purchased directly or through an Active Distributor or Wholesaler of Record from SI will qualify for return and/or credit.

**DAMAGED PRODUCT & SHORTAGE CLAIMS FROM ACTIVE WHOLESALERS OR DISTRIBUTORS**

For direct customers only, in the event that a product is damaged upon delivery, the customer is responsible for the following:

- Where loss, shortage, breakage, leakage, or other damage has occurred in transit, customer agrees to fully cooperate with SI to establish a claim against the transportation company.
    - SI must be notified of any containers damaged in transit or container shortages within ten (10) business days of receipt of the product by the customer;
      - Noting any visible damages or shortages on the bill of lading or receiving document upon receipt of the product and emailing photographs of damaged product to a Sandoz Customer Operations Contact for investigation purposes.
  - SI must be notified of any concealed damages and shortages within 30 days of delivery of the product.
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**OUTDATED PRODUCT RETURN PROCESS**

Sandoz Inc. contracts with PharmaLink to manage the return and destruction of outdated products. All direct, indirect, and non-contracted product purchases must be returned to PharmaLink in accordance with the following procedures to be eligible for credit.

The shipping address for the expired product is:

PharmaLink  
Receiving Department PLI-SDZ  
8285 Bryan Dairy Road, #160  
Largo, FL 33777

Prior Return Authorization (RA) is required for all returns. Request for Return Authorization (box RA Labels) from PharmaLink can be made as follows:

1. Access PharmaLink’s website at <https://www.PharmaLinkinc.com> and select Manufacturer Authorizations at the top of the webpage.
  - First Time users need to create a New User login.
2. Select “Start a new return” and choose Sandoz from the Manufacturer dropdown menu.

- a. Create Inventory: Allows you to enter an inventory of items in the shipment.
  - b. Upload Debit memo: Allows you to upload an inventory of items in the shipment.
3. The following information must be supplied or the RA Request will be declined and product will not be eligible for credit:
  - NDC Number, Product Description, Lot/Batch #, Quantity, Customer's Reference Number
  - Authorized Servicing Wholesaler
  - Debit Memo Number, Date, and Amount requested
  - Expiration Date (In the event the package expiration date is stated in month/year format, expiration date will default to the last day of the month)
  - Returning Facility details including
    - Facility name
    - Facility Address
    - Facility City
    - Facility State
    - Facility Zip Code
    - Facility DEA Number
    - Facility State License
4. The RA must be attached to the outside of the return shipment package.
5. Additional information provided to SI if requested

All returns must be received by SI's Return Agent, PharmaLink, no later than sixty (60) days after RA Label issuance with the RA Label attached on the exterior of the box together with a copy of the Customer's Debit Memo for such return(s) enclosed in the shipment.

Product returned that does not meet the criteria listed above will be quarantined. If the above information cannot be obtained by the end of the business day, the product will be denied and sent back to the returning entity.

**Controlled substances (Schedule III-V):** Controlled substances must be returned to PharmaLink in accordance with Federal and State regulations governing the transfer of these substances.

**Schedule II narcotic:** Prior to the return of any Schedule II narcotic, a DEA Form 222 must be issued by PharmaLink. DEA 222 forms may be requested on the PharmaLink website at <https://www.PharmaLinkinc.com> under Manufacturer Authorizations at the top of the webpage.

Should you need assistance in returning your Sandoz product to PharmaLink, contact [CustomerSolutions@pharmalinkinc.com](mailto:CustomerSolutions@pharmalinkinc.com)

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## **TERMS**

The following rules will be applied to determine the credit amount for eligible product returns that comply with the return procedures noted above:

### **Outdated product returns**

- Direct Customer: Customers with a direct purchase contract with SI may return for reimbursement any eligible product purchased directly from SI.
- Indirect Customer: Customers with an indirect purchase contract with SI may return for reimbursement any eligible product purchased from any of the Active Wholesalers specifically identified within its indirect contract.

Returns that are deemed credit eligible per this Policy will be credited as follows:

- At the lower of the current or SI contract price at time of purchase; or
- At a standard return price as determined by SI if no contract price exists or lack of an invoice price paid for the product.

For indirect returns, a DSCSA Compliant Transaction History is to be provided upon request to SI. If provided within ninety (90) days, SI will re-assess the return for credit reimbursement. If not provided within ninety (90) days, SI reserves the right to deny credit.

SI will issue credit for batched debit memos that include returned product from multiple facilities on one debit memo. However, classes of trade shall not be combined on a batched debit memo.

SI will not honor any processing/handling, documentation, administrative or destruction fees assessed for the return, handling, processing, or incineration of product, excluding SI recalled products.

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### ***RETURNABLE PRODUCTS***

For the purpose of this Policy, returns will be accepted for credit only if it constitutes **Authorized Product**. A return will be considered Authorized Product if it meets the following requirements:

- It is returned to PharmaLink for processing
- It is a SI, EON, or Fougera labeled product distributed through SI
- Products returned in full and sealed containers in original saleable packaging
- Partial containers of pills and capsules (credited based on actual count; Partial liquids will be credited based on best visual estimate)
- Products packaged as vials, syringes, and bags returned in original, sealed, unopened containers (e.g., two sealed unopened vials out of a ten pack being returned)
- Product which is within six (6) months of expiration or up to a maximum of twelve (12) months past expiration

### ***RETURNABLE PRODUCTS WITHOUT REIMBURSEMENT***

The following may be returned for processing and proper disposal only to the extent allowed by EPA (Environmental Protection Agency) rules; customer acknowledges and agrees that there will be no reimbursement for:

- Products with more than six (6) months dating prior to their expiration date
- Products that are more than twelve (12) months past their expiration date
- Products received in excess of sixty (60) days from date of Return Authorization creation
- Products not returned to PharmaLink
- Products sold on a non-returnable basis
- Products sold as short dated / firesale, samples, or donations
- Products damaged by negligence, water, fire, smoke, or other insurable events
- Products involved in salvage, bankruptcy, or insolvency proceedings
- Products packaged in vials, syringes, and bags that are open
- Products packaged in a tube that are open
- Product with missing or incorrect labeling, batch number, 2D barcode, or expiration date
- Products returned without a valid RA # or missing RA #
- Products returned to SI or PharmaLink without prior approval including excess quantities not listed on the RA

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**Recalled product returns**

- All recalled product must be returned separately from expired product.
- For all product recall returns, please reference the instructions in the recall notification package.
- Credit will be extended according to the rules above for direct customers and indirect customers. SI reserves the right to make final credit determination.

SI will not honor any processing/handling, documentation, administrative or destruction fees assessed for the return, handling, processing, or incineration of product, excluding SI recalled products.

For all unspecified shipping, handling, and processing fees for the return, the returning party shall submit a separate claim to the Sandoz Claims Department via [claims.inbox@sandoz.com](mailto:claims.inbox@sandoz.com). SI reserves the right to refuse credit for unspecified shipping, handling, and processing fees not deemed as part of a recall product return.

The customer, with the exception of SI error and/or recalls, will prepay transportation and/or shipping charges including Insurance. Returns should be insured, as SI will not be responsible for loss or damage while in transit. Returns lost, damaged, or not compliant with return procedures will not be extended credit.

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*This Return Goods Policy supersedes all previous policies and may be modified by SI, from time to time, in its discretion. SI values the relationship it shares with its customers and will make a commercially reasonable attempt to provide ninety (90) days advance notification of policy changes. Customers will be expected to adhere to the most current policy which can be found on the Sandoz website.*