

COMMERCIAL RETURNED GOODS POLICY

- EFFECTIVE JUNE 1, 2022 -

GENERAL TERMS

- (a) There will be no credit issued for unauthorized excess stock.
- (b) There will be no credit issued for shipping, handling, or return processing fees.
- (c) When credit is permitted per product-specific policy (below);
 - i. Credit will be issued at current WAC or List Price or, if a valid contract providing for the purchase of product exists between Medexus Pharma, Inc. and the returning customer or its agent, at the contract price. In certain circumstances, where contract price has only recently changed, current contract pricing may not as yet have been loaded into returned goods vendor's system; in such case, credit will be given at the most recent customer price on record.
 - ii. Product must be returned to the Medexus Pharma, Inc. authorized returned goods processor listed in the product-specific policies to receive credit.
 - iii. A credit memo will be issued through a wholesaler to customers who purchase product from a Medexus Pharma, Inc. Authorized Distributor of Record (ADR) only. Medexus Pharma, Inc. ADRs are listed online at https://www.medexus.com/en_US/divisions/medexus-pharma-usa.
 - iv. Deductions from invoices should not be taken until a credit memo has been issued.
 - v. Product ordered or received in error must be reported within 5 business days, unless otherwise noted in the product-specific terms contained herein.
 - vi. Return Merchandise Authorizations expire 30 days past the issuance date.

COMPANY CLAIMS

- (a) Product returns are subject to Medexus Pharma, Inc. evaluation at the time of receipt for final count and inspection.
- (b) Medexus may at its sole discretion, make changes or clarifications to the Medexus Pharma, Inc. Commercial Returned Goods Policy without prior notice or based on extenuating circumstances.

PRODUCT-SPECIFIC POLICIES

PRODUCT: **Rasuvo® (methotrexate) injection**

RETURN POLICY: Medexus Pharma, Inc. will accept product returns when purchased directly from Medexus Pharma, Inc. or through a Medexus Pharma, Inc. authorized distributor under any of the following circumstances:

- (a) Expired Medexus Pharma, Inc. drug products including expired product up to 12 months after expiry date.
- (b) Product within 6 months of expiring.
- (c) Unit of sale quantity only as listed on Medexus Pharma, Inc. Product Price List. Partial returns permitted where mandated by state law.
- (d) Product received in error or damaged in transit, provided claims are reported within 3 business days of receipt.
- (e) Concealed product damage, provided claims are reported within 30 calendar days of order receipt.
- (f) Partial returns receive credit only after prior authorization by a Medexus Pharma, Inc. representative. If Medexus Pharma, Inc. does not authorize a partial return, no credit will be issued.
- (g) Medexus Pharma, Inc. accepts returns from designated third-party reverse logistic providers.

Medexus Pharma, Inc. will not accept product returns under any of the following circumstances:

- (a) Product that has more than 6 months until expiration, or is more than 12 months past expiry date.
- (b) Product that has been improperly stored or damaged after receipt.
- (c) Product that has been involved in a natural disaster, fire sale, or bankruptcy.
- (d) Product with a defaced label or packaging, or product that has been opened.



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- (e) Product not purchased directly from a Medexus Pharma, Inc. Authorized Distributor of Record.
- (f) Expired Return Authorizations.
- (g) Shipping error or damage claims not reported within 3 business days of order receipt.
- (h) Concealed damage claims that are not reported with 30 calendar days of order receipt.
- (i) Product expressly sold as nonreturnable.
- (j) Unauthorized excess stock.
- (k) Private label product or product that has been repackaged.

RETURN AUTHORIZATION:

A Return Authorization is required for all returns.

Expired Product Returns

To initiate a product return for expired product that meets the requirements stated above, contact Medexus Pharma, Inc.'s authorized Returns Vendor, INMAR, to obtain a Returned Goods Authorization form. Request for Return Authorizations (box labels) can be made by any of the following methods:

1. Access the Inmar website at <https://hrm.reskureturns.com> (you will need to upload a PDF copy of your debit memo).
2. E-mail your debit memo to rarequest@inmar.com Be sure to include the debit information listed below:
 - NDC #
 - Lot # and Expiration Dates assigned to each item
 - Product Description
 - Quantity by Lot #
 - Price Per Unit
 - Wholesaler (if not purchased directly)
3. Fax your debit memo to Inmar at 817-868-5343.

Upon receipt of return authorization and box label(s), physical returns are to be sent to:

Inmar RX Solutions, Inc.
3845 Grand Lakes Way
Suite 125
Grand Prairie, Texas 75050

This return authorization is being issued upon unconfirmed representations made to Medexus Pharma, Inc. and is not intended to be a guarantee of reimbursement or a basis for relying upon reimbursement. No credit will be issued for the administration, shipping, or handling of returns, including third party processing fees.

Damaged Product Returns

To initiate a product return for non-expired product that meets the requirements stated above, contact Customer Service at 800-272-0031 or medexuscs@mckesson.com.

Upon receipt of return authorization and box label(s), physical returns are to be sent to:

Medexus Pharma, Inc.
Shipping and Returned Goods c/o McKesson
McKesson 3PL Services Facility
4100 Quest Way
Memphis, TN 38115

Transportation/shipping charges to be prepaid by customer.



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PRODUCT: IXINITY® [coagulation factor IX (recombinant)]

RETURN POLICY: **Non-returnable product.** Replacement or credit for product may only be received if the customer reports receiving product in damaged condition or in quantities less than shown on Medexus Pharma, Inc. shipping documents, and only if within five (5) business days of the date of receipt by the customer. Claims for product vials that are determined to be defective before, during or after usage must be made to Medexus Pharma, Inc. within two (2) business days of discovery of the defect. Other than situations involving the customer receiving product in damaged or defective condition, or in quantities other than shown on Medexus Pharma, Inc. shipping documents, product is not returnable for replacement or credit. The sole and exclusive remedy for damaged product is Medexus Pharma, Inc. credit or replacement. Damaged or defective product should be disposed of as directed by Medexus Pharma, Inc. and consistent with then current laws and regulatory requirements.

RETURN AUTHORIZATION: A Return Authorization is required for all returns. Contact IXINITY Customer Service at 888-616-0855 or IXINITYCustomerService@medexus.com to request a Return Authorization.

PRODUCT: Gleolan™ (aminolevulinic acid HCl)

RETURN POLICY: **Non-returnable product.** Replacement for product may only be received if the customer reports receiving product in damaged condition or in quantities less than shown on Medexus Pharma, Inc. shipping documents, and only if within five (5) business days of the date of receipt by the customer. Claims for product vials that are determined to be defective before, during or after usage must be made to Medexus Pharma, Inc. within two (2) business days of discovery of the defect. Other than situations involving the customer receiving product in damaged or defective condition or in quantities other than shown on Medexus Pharma, Inc. shipping documents, product is not returnable for replacement or credit. The sole and exclusive remedy for damaged product is Medexus Pharma, Inc. replacement. Damaged or defective product should be disposed of as directed by Medexus Pharma, Inc. and consistent with then current laws and regulatory requirements.

RETURN AUTHORIZATION: A Return Authorization is required for all returns. Contact GLEOLAN Customer Service at 833-GLEOLAN (833-453-6526) or GleolanCustomerService@medexus.com to request a Return Authorization.

PRODUCT: Hexatrione 2% (triamcinolone hexacetonide)

RETURN POLICY: **Non-returnable product.** Replacement or credit for product may only be received if the customer reports receiving product in damaged condition or in quantities less than shown on Medexus Pharma, Inc. shipping documents, and only if within five (5) business days of the date of receipt by the customer. Claims for product vials that are determined to be defective before, during or after usage must be made to Medexus Pharma, Inc. within two (2) business days of discovery of the defect. Other than situations involving the customer receiving product in damaged or defective condition, or in quantities other than shown on Medexus Pharma, Inc. shipping documents, product is not returnable for replacement or credit. The sole and exclusive remedy for damaged product is Medexus Pharma, Inc. credit or replacement. Damaged or defective product should be disposed of as directed by Medexus Pharma, Inc. and consistent with then current laws and regulatory requirements.

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