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## **RETURN GOODS POLICY EFFECTIVE APRIL 1, 2020**

Hikma Pharmaceuticals USA Inc. (“Hikma”) Return Goods Policy (this “Policy”) applies to the return and/or credit of product(s) purchased by a direct customer of Hikma. This Policy also applies on returns from indirect customers that are returning through the wholesaler from the original purchase. Unless otherwise required by regulation or law or expressly agreed by the parties, the following policy applies to Hikma product(s).

### **PRODUCT RETURNS**

- Upon receipt of a Return Authorization or box label(s), actual returns are to be forwarded to the processing facility at the following location:

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

### **RETURN AUTHORIZATION (“RA”) PROCEDURES FOR EXPIRED PRODUCTS**

- Request for an RA (box labels) may be made by any of the below methods through Hikma’s third party reverse logistics processor, Inmar RX Solutions, Inc. (“Inmar”):
  - Accessing Inmar’s website at <https://returns.healthcare.inmar.com> (a PDF copy of your debit memo will need to be uploaded); or
  - E-mail the debit memo to [rarequest@inmar.com](mailto:rarequest@inmar.com). Include: NDC#; lot#; and the expiration date(s) assigned to each item; or
  - Fax your debit memo to Inmar at 817-868-5343.
  - PLEASE NOTE: All third-party return processors must contact Inmar for a RA.

### **RETURNABLE PRODUCT – FOR REIMBURSEMENT**

- Authorized expired product, which shall be defined as: Product returned within six (6) months prior to the expiry date, or within twelve (12) months thereafter, in full and unopened containers with a Hikma label, purchased directly from Hikma and returned directly to Inmar.
- Recalled product, as stated on a recall notice issued by Hikma, which is returned directly to Inmar after requesting and receiving a RA from Inmar.
- **A DEA Form 222 is required in order to return C-II controlled substances. Please send DEA Form 222 requests to: Fax # (817) 868-5342 or E-mail: [222@inmar.com](mailto:222@inmar.com).**
- Products meeting the “Conditions for Credit” and not included on the “Non-Returnable Product” listing as set forth below.

## **NON-RETURNABLE PRODUCT - NO CREDIT**

- Partial units, except where mandated by federal, state or local laws.
- An inner pack included within a saleable package with a different NDC.
- Private Labelled, Repackaged, Reconstituted, and/or Contract Manufactured product.
- Product(s) sold at no cost including, but not limited to donations and samples.
- Product(s) with more than six (6) months expiration dating or product greater than twelve (12) month from the expiration date assigned to such product.
- Product(s) not purchased directly from Hikma or the customer's authorized distributor/wholesaler.
- Product(s) sold as short-date, close-out, special promotion, and/or sold as non-returnable.
- Any SKU in the Phentolamine, Atropine, Dantrolene and Mefloquine product families as referenced in **Attachment A**.
- Customer overstocked product, unless prior approval from Hikma is received.
- Product(s) damaged due to negligence or insurable causes, such as fire, floods, and/or natural disasters.
- Product(s) purchased through a bankruptcy sale.
- Product(s) damaged/deteriorated due to negligence, including, but not limited to improper handling or storage by the customer.
- Product(s) received by Inmar thirty (30) days or more after the date assigned on the RA.
- Product(s) purchased or distributed contrary to federal, state or local laws.
- Product(s) sold to any city/municipality, county, state and/or federal entity for the purpose of stockpiling directly by Hikma or through an authorized wholesaler or distributor of record.
- Product(s) with defaced or missing Hikma labels which do not clearly display the product's expiration date, NDC and lot number including, but not limited to products with a prescription label.
- Product(s) purchased outside of the United States and its territories, commonwealths and possessions, including, but not limited to the District of Columbia and the commonwealth of Puerto Rico.
- Product(s) purchased for future events including speculative purposes.
- Expired returns with a returnable value of \$25.00 or less in value.

## **SHIPPING ERRORS**

- Hikma must be notified of any shipping disputes within three (3) business days of receipt of product(s). Product(s) shipped in error by Hikma must be returned within thirty (30) business days of shipment to receive credit. Product(s) returned after thirty (30) business days of shipment shall be considered excess stock and will not be eligible for credit.
- If the error involves products which are controlled substances, Hikma must be notified within 24 hours of receipt of the order of any overages or mistakes in such controlled substances order.
- For clarity, customers will limit approved damage returns to packages/cases that are damaged and unsaleable to qualify for credit from Hikma.

## **CONDITIONS FOR CREDIT**

- Product eligible for return which is received and verified by Inmar (or destroyed by customer's agent with prior written approval by Hikma) within thirty (30) days of receipt of a RA with a valid RA number are eligible for credit.
- Excluding Non-Returnable Products as defined above.
- Customer agrees to a one (1%) percent current year return limitation based on customer's prior calendar year's purchase value of all return eligible products. Return value based on return credit dollars issued for both direct and indirect/third party customer returns.
- See below for how returnable product will be valued by Hikma, transportation and Hikma disclaimers.

## **VALUATION OF RETURNS AND CREDIT MEMOS**

- For direct customers, a credit will be issued based upon the lower of the current net invoice price at the time the returned product(s) is received by Inmar -OR- the lowest net invoice price paid in the prevailing 24 months.
- For indirect customers, a credit will be issued based upon the lower of the current net indirect price at the time the returned merchandise is received by Inmar -OR- the lowest net indirect contract price paid ("Lowest Indirect Price") in the prevailing 24 months from the wholesaler. If Hikma cannot identify the Lowest Indirect Price for a customer, then Hikma will use a predetermined indirect return price.
- Indirect returns will be credited through the wholesaler or distributor of purchase.
- The amount of credit issued or authorized by Hikma is directly correlated to what is validated by Inmar. In the event of any conflict between the customer's claimed quantity and the quantity validated by Inmar, the quantity validated by Inmar shall control.
- For recalled product, current net sale price will be credited to ensure replacement costs are covered.
- Credit will be issued by Hikma in the form of a credit memo only.

## **THIRD PARTY PROCESSORS**

- Third party processors must comply with all requirements of this Policy. Hikma will not pay or reimburse any service fees to the purchaser or third-party return processor (e.g. handling, processing, or freight charges incurred, etc.).
- Hikma will not process returns using pricing from the third party's internally generated price list.

## **TRANSPORTATION**

- Transportation charges, including prepaid freight and insurance, are the responsibility of the customer except when due to a Hikma error, as solely determined by Hikma.
- Hikma is not responsible for lost or damaged shipments of returned product(s). Insuring and tracking shipments are the responsibility of the customer.

## COMPANY DISCLAIMERS

- Submission of the returned product does not constitute Hikma's acceptance for credit.
- Sales representatives are not permitted to authorize and/or pick-up returned products.
- Package size, lot number and lot expiration date will be obtained and verified after receipt of product by Inmar.
- Hikma reserves the right to refuse credit when product is returned through parties other than Inmar.
- All returns are subject to review by Hikma, and issuance of a RA number does not guarantee credit.
- Hikma reserves the sole right to determine whether items qualify under this Policy for return, credit or refund.
- Inmar's determination of the physical count of the returned products will be final. By returning products you authorize Hikma and its designee, as your agent, to destroy, without payment or other recourse, any returned product.
- Any and all credits provided pursuant to this Policy are only valid if redeemed within one (1) year of issuance. Any and all credits that are not redeemed within one (1) year of issuance shall be null and void.
- Unauthorized deductions for returned product(s) will not be accepted.
- Hikma reserves the right to require proof of purchase source on all merchandise returned for credit or refund.
- Non-Hikma product(s) returned with Hikma product(s) will not be the responsibility of Hikma. Hikma reserves the right to charge customers for any costs incurred to process and destroy such non-Hikma product. Any such non-Hikma product will not be returned to the customer.

*This Return Goods Policy supersedes all previous policies and may be modified by Hikma, from time to time, in its discretion. Hikma values the relationship it shares with its customers and will make a commercially reasonable attempt to provide thirty (30) days advance notification of policy changes. Customers will be expected to adhere to the most current policy which can be found on the Hikma website.*

[www.hikma.com](http://www.hikma.com)

**Attachment A**

<b>NDC</b>	<b>PRODUCT DESCRIPTION</b>	<b>STRENGTH</b>	<b>SIZE</b>
0641-6006-10	Atropine Sulfate Injection, USP	8 mg / 20 mL	20 mL
0143-9297-01	Dantrolene Sodium for Injection, USP	20 mg / vial	100 mL
0143-9564-01	Phentolamine Mesylate for Injection, USP	5 mg / vial	2 mL
0143-9564-10	Phentolamine Mesylate for Injection, USP	5 mg / vial	2 mL
0054-0025-11	Mefloquine Hydrochloride Tablets USP	250mg	25