



# Return Goods Policy

Revision Date: March 1, 2022

## **Eligible Products:**

- All Exela Pharma Sciences label FDA Approved products
- Avadel Label brand products AKOVAZ, BLOXIVERZ and VAZCULEP

## **Authorization:**

EXELA Pharma Sciences, LLC (“EXELA”) Return Goods Policy is set forth below. To the extent any other return goods policies, including but not limited to policies from distributors, wholesalers, pharmacies, retailers, clinics or hospitals, contains terms or conditions which conflict with those in this Returns Good Policy, this Returns Goods Policy shall govern.

All EXELA returns must be processed through EXELA’s return processor, Inmar Rx Solutions, Inc. Exela will not assume any responsibility for charges incurred for any product return to a facility other than Exela. All returns must be accompanied by a packing list with debit memo number and must have an Inmar RA/box label affixed to each carton. Products will not be credited without a Return Authorization and credit will only be issued if it is within the terms of the return policy. EXELA complies with all state and Federal requirements regarding returned product that may differ from this policy.

Please contact **EXELA Returns Department 888-451-4321 (8:30 a.m. to 5:00 p.m. E.S.T)** for additional information. Returns must be sent to the following address:

Exela Pharma Sciences, LLC  
c/o Inmar RX Solutions, Inc.  
3845 Grand Lakes Way, Suite 125  
Grand Prairie, Texas 75050

EACH BOX must contain a packing list with your account information and your debit memo number clearly designated. Use only one debit memo number per return shipment. If a return shipment is multiple boxes, photocopy your paperwork with debit memo number and place in each box. It is suggested that records be kept of the return and that the return be insured. Exela Pharma Sciences cannot be responsible for shipments lost in transit.

## **Returnable Items:**

The following products purchased in the US are returnable for returned goods credit consideration with prior approval:

- A. Short-dated merchandise, in the original, unaltered manufacturer’s container/packaging and bearing the original manufacturer’s label, within six (6) months of the expiration date printed on each product.

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- B. Outdated merchandise, in the original unaltered manufacturer's container/packaging and bearing the original manufacturer's label, up to twelve (12) months beyond the expiration date printed on each product.
- C. Product shipped directly that is damaged in transit, subject to FOB terms, or material shipped in error by EXELA.
- D. Withdrawn, or recalled merchandise.
- E. All products must be returned to EXELA in order to be considered for credit.

**Nonreturnable Items (no credit will be issued):**

All products other than those listed above shall be deemed non-returnable. Non-returnable products include, without limitation:

- A. In-date product (product with more than 6 months expiration dating remaining).
- B. Packages/containers with labels added to or removed from original manufacturer's package/containers.
- C. Private Label or Repackaged product not in the original manufacturer container.
- D. Product that has been in a fire, clearance, bankruptcy, or similar sale.
- E. Product sold on "non-returnable" terms, purchased at a special price or a reduced cost as part of a one-time buy-in offer.
- F. Products dated more than twelve (12) months beyond the expiration date noted on the package/container. (Product may be returned for destruction, but no credit will be issued.)
- G. Product sold as a 503B Outsourcing Facility compounded product.
- H. Free Goods or product samples.
- I. Merchandise purchased or otherwise obtained in violation of any federal, state, or local law or regulation.
- J. Merchandise destroyed or damaged from causes such as fire, water, tornado, or other catastrophe and merchandise that has otherwise deteriorated due to conditions occurring after shipment and beyond the control of EXELA such as improper storage or handling, heat, cold, smoke, and so forth.
- K. No partials will be accepted for credit; with the exception of the States that regulate returned goods. Those partials will be credited based on the acquisition cost less any discounts, rebates and allowances, times the number of units returned divided by the number of units in the original container. Partial goods include broken safety seals either inside or outside of each package/container.
- L. Products destroyed off-site or otherwise that have not been returned to EXELA.
- M. Products returned with illegible or missing lot number and/or expiration date.
- N. Products for which proof of purchase cannot be verified.
- O. Products returned outside this policy will not receive credit.
- P. If product is returned without Return Authorization the credit will be rejected.
- Q. Batched returns without corresponding customer details for reimbursement calculation.

### **Damaged in Shipping and Shortages:**

- A. Products received damaged may be returned for full credit when reported in writing to EXELA within five (5) working days of receipt. Please have the Transportation Company note “damaged” on freight bill. Damaged material should be left in original cartons for inspection. Concealed damage or loss must be inspected by the carrier within fifteen (15) days after delivery and carrier’s report must be forwarded to Exela prior to approval. Exela reserves the right to have a local representative inspect the damaged goods.
- B. Products received after five (5) working days of receipt may be eligible for credit with EXELA approval.
- C. EXELA must authorize damaged product returns and issue a Return Authorization.
- D. Upon request, buyer shall furnish such documentation as required for EXELA to recover loss from the carrier.
- E. Upon receipt of product, customers are requested to verify quantities of units received against original shipping documents by performing a physical count. Any discrepancies must be reported to EXELA within ten (10) business days of receipt, at which time the EXELA Regulatory/Quality Assurance Department may initiate an investigation.

### **Procedure for Returning Items:**

#### Expired or Short Dated Returns

- Access the Inmar website at <https://hrm.reskureturns.com/> (you will need to upload a PDF copy of your debit memo)
- Email your debit memo to [rarequest@inmar.com](mailto:rarequest@inmar.com) Be sure to include NDC#, lot# and expiration dates assigned to each item.
- Fax your debit memo to Inmar at 817-868-5343

#### Damaged Returns or Shipping Errors

- Contact EXELA Returns Department 888-451-4321 (8:30 a.m. to 5:00 p.m. E.S.T)

Returns will not be processed without the name and address of the returning party, wholesaler name and address, phone number, DEA number, the product name and NDC number, the lot number(s), the quantity to be returned, the date of the return, wholesaler reference number, and the reason for return.

Once the return authorization has been received, enclose a packing list in the shipping carton and ship to: **Inmar Rx Solutions, INC., 3845 Grand Lakes Way, Suite 125, Grand Prairie, TX 75050** with the Inmar box label (s) affixed to the outside of the package(s). Federal law prohibits our employees or representatives from transporting legend products between accounts or picking up returns.



### **Transportation Charges:**

Prepaid by customer except when shipping error or damage is the responsibility of Exela Pharma Sciences.

### **Terms of Return Policy:**

All returns shall be made in compliance with all applicable federal and state laws and regulations. All product must be returned directly to Exela Pharma Sciences. Exela will not reimburse fees due to processing third party returns, destruction charges, shipping costs or processing.

All charges associated with processing and destruction of return goods by EXELA approved returned goods service contractor shall be paid by EXELA. All other charges (i.e., transportation, processing fees) charged by any third party shall be the responsibility of the customer and shall not be reimbursed by EXELA. Products returned outside these policy guidelines will not be accepted and no credit will be issued.

### **Credit Terms:**

- A. Reimbursements will be issued based on the lower of the acquisition cost less any discounts (excluding prompt pay discount), rebates and allowances, original invoice price, current contract price or the current wholesale acquisition cost (WAC) at the time of the return. EXELA reserves the right to make the final determination.
- B. Reimbursement will be made in the form of a credit memo applied to customer's current account balance or future purchases. Credits will be issued to direct accounts only.
- C. EXELA will not issue credit or accept charges/deductions for administrative, handling, or freight charges associated with the return of product to EXELA. This is inclusive of any third-party processor charges/fees.
- D. Credit or reimbursement will not be issued for product destroyed by customer or third parties.
- E. All returns are subject to review by Exela Pharma Sciences. Issuance of a Return Authorization number does not guarantee credit. Credit issuance is dependent on confirmed receipt/review or return goods. Unauthorized return goods will be destroyed and credit will not be issued.

### **Recall Policy**

Exela will notify Company in writing within 24 hours of a product recall. The recall letter will clearly state the reason, level of the recall and provide product return instructions. Product must be returned according to the recall level and return instructions in order to receive credit for product. Credit will not be issued for product returned that is not consistent with the recall level stated in Exela Pharma Sciences recall letter. Exela Pharma Sciences will abide by current HDA Guidelines for Product Recall & Withdrawal Notifications.

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