



HLS Therapeutics®

Returned Goods Policy

Procedure for Returning Items

- a) Customers must obtain a Returned Goods Authorization (RGA) for returns via Email at GMB-SPS-ReturnRequests@cordlogistics.com or via fax 614-652-0271. Returns will not be processed without an RGA. Returned Goods Authorizations expire sixty (60) days from date issued. Return to HLS Therapeutics (USA), Inc. (See address below).
- b) An itemized packing slip, with the information listed below and a RGA number must accompany any returned goods.
- c) If returning more than one box, each box should contain the RGA number and box number, i.e. "1/2, 2/2".

Shipping and Returned Goods Address:

HLS Therapeutics (USA), Inc.

Attn: Returns Dept.

15 Ingram Blvd

Dock 43

LaVergne, TN 37086

Include the following information:

- Product Name
- Quantity for Each Product
- Lot Number
- Product Expiration Date
- Pricing
- Debit Memo Number
- Returning Party Name and Address
- Customer Name and Address
- Reason for return
- Contact Person
- Contact Person's Phone Number and/or Email
- Wholesaler Name and Address
- DEA # or State Pharmacy ID

- RGA Number

Returnable Items

Eligible Products for Return:

- a) Received by customer as damaged- Products received damaged may be returned for full credit including freight when reported within four (4) days of receipt by the customer. If product is received damaged please have the transportation company note “damaged” or “broken” on the freight bill. Damaged product should remain in the original carton for inspection, and in any event products must be returned in accordance with RGA instructions.
- b) Received by customer in error- Product shipped in error by HLS THERAPEUTICS (USA), INC. may be returned, if applicable, for a full credit, including freight, when returned within thirty (30) days of invoice date. Products must be returned in accordance with RGA instructions.
- c) Expired or Short-dated product may be returned for credit, if approved by HLS THERAPEUTICS (USA), INC. and accompanied by an RGA. Short-dated product may be returned within six (6) months prior to expiration. Expired product must be received within twelve (12) months after expiration for credit to be issued. Expired/Short-dated product approved by HLS THERAPEUTICS (USA), INC. for return must be shipped freight prepaid within sixty (60) days of authorization date in order to receive credit.
- d) HLS THERAPEUTICS (USA), INC. will issue authorization for the return of eligible product only. Partial containers (less than full bottles) will only be credited based upon state legal obligation on a per pill basis.
- e) In addition, products that meet the following criteria, and have received prior approval from HLS THERAPEUTICS (USA), INC., shall also be eligible for return by customer, regardless of the product’s expiration date:
 - The product has been discontinued by the supplier and current inventory is not depleted within sixty (60) days after discontinuation.
 - HLS THERAPEUTICS (USA), INC.’ Services Agreement (or equivalent) with Customer expires or terminates for any reason.

Non-Returnable Items

- a) Product that is not in the original packaging bearing the original manufacture label.
- b) Product that is more than six (6) months prior to the expiration date.
- c) Product that is twelve (12) months or more past the expiration date.
- d) Product returned without an RGA.
- e) Product obtained other than through normal channels of distribution or purchased from a source other than an authorized distributor of record of HLS THERAPEUTICS (USA), INC.
- f) Product involved in a fire sale, sacrifice sale, bankruptcy, flood, or earthquake.
- g) Product deteriorated or damaged due to conditions beyond the control of the manufacturer, such as improper storage, heat, cold, water, smoke, fire, negligence, etc.
- h) Product deleted from Product Compendia (FirstData Bank, MediSpan) for one year or more.

- i) Non-original or repackaged product. This includes prescription and/or other labels added to and/or removed from the product package.
- j) Product sold with specific understanding that it is non-returnable.
- k) Merchandise that is obtained in violation of state and federal regulations.
- l) Product that has been donated (at no charge to customer).

In addition, a Certificate of Disposal does not qualify as an acceptable format for product return.

Transportation Charges

Must be prepaid by customer. No credit will be issued for the administration, shipping, or handling of returns, including third party processing fees, with the exception of product received by customer as damaged and product received by customer in error as referenced above under Returnable Items.

Terms of Return Policy

- a. Credit for eligible Expired or Short-dated returned goods referenced above will be issued at WAC minus 5% in effect at the time the last unit of the product was sold for that specific lot number.
- b. No credit will be issued for administration, shipping or handling, including third party processing fees, with the exception of product received by customer as damaged and product received by customer in error as referenced above under Returnable Items.
- c. Deductions from payables may not be taken until credit memo is issued. Unauthorized deductions for returns may result in held orders.
- d. For items purchased or invoiced from a wholesaler, credit will be issued through the wholesaler.
- e. Returns are subject to final count and acceptance by HLS THERAPEUTICS (USA), INC. HLS THERAPEUTICS (USA), INC., reserves the right to accept or reject the product for credit.
- f. HLS THERAPEUTICS (USA), INC., reserves the right to destroy, without recourse, all returned packages.
- g. Returns should be channeled through the original source of purchase. The original source of purchase is defined as the entity that was directly invoiced by HLS THERAPEUTICS (USA), INC. and the distributor of origin.
- h. Unauthorized returns may be destroyed and not reimbursed.

TITLE AND RISK OF LOSS

Title and risk of loss will pass to customer at the time products are delivered to HLS THERAPEUTICS (USA), INC.' direct customer's dock. Delivery of all quantities of products shall be deemed to be made in full and in good condition unless HLS THERAPEUTICS (USA), INC. Customer Service is notified within four (4) days from the date of receipt from HLS THERAPEUTICS (USA), INC.

EXCEPTIONS

HLS THERAPEUTICS (USA), INC. reserves the right to make exceptions to this policy due to business necessity and changes in applicable laws and regulations.