



Generics Division

RETURN GOODS POLICY

Effective April 1, 2017

Terms of Return Policy

- **All returns must be made through the Wholesaler or a Third-Party Processor.**
- All lot numbers listed on returns must be purchased directly by the Wholesaler.
- All returns are subject to approval based on complete compliance with the Generics Division's returns procedures.
- Credits will be issued based upon the lowest invoice price over the last 24 months or the current selling price, whichever is lower.
- Credits will be issued in the form of a credit memo; there will be no cash returns.
- The shipping carton must be marked "Returns."
- The Generics Division reserves the right to destroy, without recourse, all unauthorized merchandise returned.
- The Generics Division will deduct the discount applied to the invoice at the time of purchase from the credit memo issued for returned product(s).
- Expired product returned for credit will be evaluated from the date the return is received.
- No deductions from any invoice can be made. Credit memos will be issued.
- Unauthorized deductions for returned merchandise will not be accepted.
- The Generics Division reserves the sole right to determine whether items qualify for a return credit.
- The Generics Division's determination of the physical count of the returned product will be final.
- The Generics Division will not reimburse any service fees to the customer or processing agent for the miscellaneous fees (i.e. handling, processing fees) or freight charges incurred.

Returnable Items (Credit)

- **Expired** products that are not more than 12 months past the expiration date.
- Product marketed under, and labeled with, an Impax company (Impax Generics, CorePharma, and Lineage Therapeutics) labeler code.
- Products in sealed original containers.
- Concealed damage claims made within 30 days of receipt.
- Other verified claims such as damaged-in-transit or concealed damages if accompanied by signed bill of lading noting damage and reported to Customer Service within 96 hours of receipt and returned within 30 days of receipt.

Non-Returnable Items (No Credit)

- **Unexpired** product.
- Product not labeled with an Impax company labeler code.
- Products labeled, marked, coded, dated, damaged, soiled or adulterated in any way.
- Products not in sealed original container or partial bottles. (*except for states where partials are accepted on a mandatory basis*)
- Products that are more than 12 months past the expiration date.
- Products sold on a non-return basis.
- Products provided free of charge as a promotional incentive.
- Products damaged or deteriorated due to conditions beyond the manufacturer's control, such as improper storage or handling (heat, stored under improper conditions or exposed to fire, smoke or water).
- Products received with concealed damages not reported within 30 days.

Epinephrine Auto-Injector

- Returnable Product (Credit):
 - Return of Epinephrine auto-injector in the two-pack configuration is limited solely to expired product (no greater than 12 months past expiration date)
 - Product must be returned in the original sealed two-pack shelf package.
 - Product must be returned by an authorized wholesaler of the Generics Division or retail pharmacies that acquired the product from an authorized wholesaler.
- Epinephrine auto-injector non-returnable (No Credit):
 - Epinephrine auto-injector in the two-pack configuration returned prior to product expiration date.
 - Epinephrine auto-injector product not in the original sealed two-pack shelf package.
 - Epinephrine auto-injector in the single-pack configuration.
 - All other requirements outlined in section Non-Returnable Items (No-Credit).

Third-Party Return Processing

- All Third-Party Processors must comply with all requirements of Generics Division's Return Goods Policy.
- All Third-Party Processors must ship any Generics Division's products returned to their facility to Impax's preferred Returns Processors unless otherwise authorized by the Generics Division.
- The Generics Division will not process returns using pricing from the Third-Party internally generated price list.
- The Generics Division will not reimburse any service fees to the customer or processing agent for the miscellaneous fees (i.e. handling, processing fees) or freight charges incurred.
- The Generics Division's determination of the physical count of the returned product will be final.
- It is the customer's responsibility to ensure that Third-Party return processors comply with the Generics Division's Return Policy.