

Caplin Steriles USA Inc.
Return Goods Policy
Updated September 2024

Applicability

This Return Goods Policy ("Policy") governs all returns of Caplin Steriles USA Inc ("Caplin") Product (as defined below) distributed throughout the United States and the Commonwealth of Puerto Rico. Caplin accepts returns of its Product but only from parties purchasing Products directly from Caplin or through an Authorized Distributor of Record (ADR) of Caplin for purposes of resale. Caplin reserves the right to modify this Policy in whole or in part at any time at its sole discretion.

Prior authorization in the form of a Returned Goods Authorization (RGA), which RGA shall be valid for thirty (30) days from the date of issuance, is required for all Product returns, and such authorization is subject to the terms and conditions contained in this Policy:-

Definitions

"Product" means all Caplin labeled product as listed at <https://www.caplin-usa.net>.

"Purchaser" means authorized distributors or wholesalers that purchase Product from Caplin for subsequent sale to an end-user customer or an end-user customer that purchases Product directly from Caplin.

"Customer" means end-user customer that purchase Caplin Product directly from authorized distributors or wholesalers.

Products Eligible for Return

- Must be accompanied by a valid RGA;
- Must have a minimum return value of \$50;
- Must be in original, unaltered container/trade package with legible lot number and expiration date
- Must have been damaged in transit. Purchaser or Customer must document visible damage on carrier's bill or related documentation and request carrier to visually verify at the time of receipt;
- Product shipped in error by Caplin in which the Customer or Purchaser notified Caplin within ten (10) business days of Product receipt;
- Must be expired or have less than six (6) months expiration dating remaining;
- Must be returned at any time within three (3) months following the expiration date stated on the package;
- Product withdrawn or recalled product initiated by Caplin; and
- May not be subject to any of the conditions set forth in the "Non-Returnable Products" section set forth below.

Non-Returnable Products

The following Products may not be returned for a credit under this Policy and shall be deemed "Non-Returnable Products":

- Unauthorized return
- Products outside of the above expiration dating range
- Products that required refrigeration
- Partial product packaged orders, except as required by state law
- Products not in original unaltered container/trade package or otherwise repackaged, except as required by law
- Products with a return value less than \$50
- Products damaged by insurable events such as fire, smoke, etc. or involved in salvage, bankruptcy, or fire sales
- Products donated to any external party
- Products which are damaged and/or deteriorated after title of the Products transfers from Caplin to the customer (including, but not limited to, Products affected by improper handling or storage by customer)
- Products purchased on behalf of other manufacturers, institutions, contract research organizations, or others for use in clinical trials
- Products obtained illegally or via diverted means
- Products purchased from a distributor who is not an ADR
- Products sold on a non-returnable basis or marked non-returnable, including samples, free goods or other items with similar markings or special label

- Products sold, purchased, or distributed contrary to federal, state, or local law or regulations
- Products purchased for federal and state governmental customers for stockpiling purposes (i.e., such sales shall be final and non-returnable)
- Overstock merchandise in customer's inventory
- Special customer-specific or customer arrangements as negotiated

Procedure for Incidental Product Returns:

Product returns require a RGA issued through Caplin Steriles Customer Service department *via* phone number or email listed below. RGAs expire thirty (30) calendar days from date issued.

- **Via phone: 1- 833-487-0705**
- **Via email: CaplinSterilesCS@McKesson.com**

Customers who place orders directly with Caplin Steriles must submit an itemized list of products being returned, with the following information included for each product:

- Debit Memo number / PO or Invoice number
- Product Information: NDC number, lot # and expiration date
- Quantity by lot #
- Unit price
- Serial number
- Billing address and Shipping address
- Contact name and phone/email

Indirect requests for return (i.e., requests from a hospital and/or pharmacy) are not covered by this policy and instead must route through their ADR.

- Ship returnable products, along with a copy of the Caplin Steriles RGA and Debit Memo to:

Shipping and Returned Goods Address:
McKesson Third Party Logistics
Attn: Caplin Steriles Returns
5101 Jeff Commerce Dr.
Louisville, KY 40219

- It is the shipper's responsibility to securely package all returned products to prevent breakage during transit.
- Product must be returned with prepaid shipping and insurance unless such return is due to Caplin Steriles error.
 - Returns in connection with Caplin errors will receive 100% credit
- Product must be returned within thirty (30) days of original delivery in saleable, original, full, unopened, undamaged, and clean packages.
- Custom products may not be returned except in the event of a Caplin error.

Procedure for Short-dated / Expired Product Returns:

To initiate a product return for short-dated and / or expired product that meets the requirements stated above, contact Caplin Steriles 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:

- Access the Inmar website at <https://hrm.reskureturns.com> (you will need to upload a copy of your debit memo).
- E-mail your debit memo to rarequest@inmar.com (Be sure to attach the debit memo)
- Fax your debit memo to Inmar at 817-868-5343.

The following information is required for all returns:

- Debit Memo
- Product Information: NDC number, lot # and expiration date

- Quantity by lot #
- Unit price
- Serial number
- PO or Invoice number
- Wholesaler or ADR along with DEA #
- Billing address and Shipping address
- Contact name and phone/email

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 Caplin Steriles 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, handling of returns, third party processing fees or fees of any kind.

Valuation of Return Credit

For customers who purchase Products directly from Caplin, a credit for the appropriate percentage related to the return will be issued based on the lower of the (i) purchase price at the time the returned merchandise is received by 3PL or (ii) invoice price at the point of original purchase. If Caplin is unable to locate a price for the returned Products, Caplin reserves the right to use Caplin's then current average price of the applicable Products.

For customer who purchase Products indirectly from Caplin (*via* an ADR/wholesaler), a credit for the appropriate percentage related to the return will be issued based on the lower of the (i) current indirect net contract price or (ii) the indirect net contract price at the time the Products were purchased. If Caplin is unable to locate a price for the returned Products, Caplin may value such Products at Caplin's then current average price. Credit value will be calculated pursuant to the selected methodology stated herein, less any applicable promotional rebates offered to a customer by Caplin.

Customers are prohibited from deducting based on debit memo accounts without the prior written approval of Caplin. Debit memo amounts are often estimated and not formally considered valid by Caplin until final approvals have been secured and therefore should not be deducted from future payments owed to Caplin.

Company Disclaimers

- Caplin reserves the right to verify all returns to make certain that they conform to this Policy
- Caplin reserves the right to destroy any returned Products whether or not they are eligible for credit or exchange
- Caplin requires proof of purchase source of all Products returned for credit or exchange
- Transportation charges, including insurance, are the responsibility of the customer. Sales representatives are not permitted to authorize/take possession of returned Products and this Policy strictly prohibits any sales representatives or other employee from giving samples or stock packages to any customer for replacement purposes. All returns must be made according to this Policy
- Any exceptions to this Policy are at the sole discretion of Caplin
- To the extent that this Policy conflicts with the requirements of any applicable law, rule or regulation, the requirements of any such applicable law, rule or regulation shall govern and this Policy shall be deemed amended to run parallel with such requirements
- This Policy is subject to change by Caplin at any time and without prior notice to other parties and the same shall remain final and binding on the Customers.

******“Non-Returnable Products” returned to Caplin may subject customer to processing fees incurred by Caplin and the value of such returned products will not be returned to customer. Such Processing Fees Shall be debited to the Customer's account and Caplin's decision in this matter shall be final and binding on the Customer. ******