

Return Goods Policy

(Last Updated 7/1/2021)

Applicability

This Return Goods Policy (“**Policy**”) applies to all products distributed by Meitheal Pharmaceuticals, Inc. (“**Meitheal**”) throughout the United States and the Commonwealth of Puerto Rico as listed at www.meithealpharma.com (collectively, “**Products**”). Meitheal accepts returns of its Products but only from parties purchasing such Products from Meitheal or through an Authorized Distributor of Record (ADR) of Meitheal for purposes of resale.

Authorization Return Goods Agent

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 return of all Products, and such authorization is subject to the terms and conditions contained in this Policy. Integrated Commercialization Solutions, Inc. (“ICS”) is the approved return goods agent for Meitheal. ICS will accept Meitheal return good shipments from other return goods processors. **Customers should not refuse shipment for damaged products. Customers will not receive credit for shipments refused for this reason.** Unless a return is a direct result of an error of Meitheal, Meitheal will not pay for, nor reimburse customers for, any return goods transportation costs, handling fee, or processing fees incurred. Direct purchasing customers are prohibited from deducting from any payment any such return transportation costs, handling fees, or processing fees.

Return Shipment Instructions

All returns should be initiated by contacting ICS using one of the following options to obtain an RGA:

Phone: (844) 824-8426

Fax: (844) 824-8961

To receive reimbursement, all eligible returns must be accompanied by a valid RGA issued from ICS after Meitheal’s written approval is obtained. As part of the approval, Meitheal will provide return guidance. If product is to be returned it must be shipped pre-paid under proper storage conditions to ICS, 6450 LaSalle Dr., Lockbourne, OH 43137. Customers will only be eligible to receive reimbursement for Products submitted to ICS if such returns are accompanied by a valid RGA approved by Meitheal in writing; ICS will work with customers to ensure that all Products are received.

All eligible Products shipped to ICS shall be shipped in safe, secure, and reliable manner under proper storage conditions, and in compliance with all applicable federal, state, and local laws, regulations, and statutes. It is the shipper’s responsibility to securely package and store all return goods to prevent breakage during transit and otherwise comply with laws and regulations applicable to the packaging, shipping, and transport of return goods shipments. ICS’s acceptance of damaged, broken, and/or leaking shipment containers which were damaged before or during shipment shall in no way obligate Meitheal to reimburse customer for the return goods.

Products Eligible for Return

Products eligible for return must:

- be accompanied by a valid RGA (approved by Meitheal in writing in advance of issuance);
- have a minimum return value of \$50;
- be in original, unaltered container/trade package with legible lot number and expiration date except as required by law;
- be expired or have less than six (6) months expiration dating remaining;
- be returned at any time within three (3) months following the expiration date stated on the package; and
- not be subject to any of the conditions set forth in the “*Non-Returnable Products*” section set forth below.

In the event that the package expiration date is stated in month/year format, such expiration date will default to the last day of the stated month. Submission of a return claim for Products by any customer does not guarantee such customer will receive a credit for the Products return. Meitheal reserves the right to reject return claims for Products in the event any of the foregoing conditions are not met.

Non-Returnable Products

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

- Forms-only returns (i.e., Product must be received by ICS to receive a return credit).
- Products that are not accompanied by a valid RGA approved by Meitheal in writing in advance of issuance (i.e., expired RGA’s which extend beyond 30 days from issuance)
- Products outside of the above expiration dating range.
- Refrigerated products that were not stored properly.
- Partial product packaged orders, except as required by 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 by Meitheal.
- Products which are damaged and/or deteriorated (i) outside of Meitheal’s control and (ii) after customer assumes full responsibility for the Products shipment (i.e., Products affected by improper storage or handling by customer).
- Non-approved Product returns as directed by Meitheal.
- 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 that Meitheal determines is adulterated, misbranded or counterfeit.
- 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 regulation.
- 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.
- Any Products which have been dispensed to a patient.
- Any Products which are not covered by this Policy (i.e., not a product distributed by Meitheal).
- Products distributed outside the United States, including, the Commonwealth of Puerto Rico.

******“Non-Returnable Products” returned to Meitheal may subject customer to processing fees incurred by Meitheal and will not be returned to customer.***

Ordering Errors

Products delivered to customers due to customer ordering errors are subject to the following conditions:

- Product must be returned within thirty (30) days of original delivery in saleable, original, full, unopened, undamaged, and clean packages. A valid RGA must accompany all returns.

- Non-restockable products, and products requiring special storage/handling will receive 50% credit.
- Products with expired or less than six (6) months expiration dating will receive 80% credit.
- Custom products may not be returned except in the event of a Meitheal error.

Shipping Errors

Products delivered to customers due to Meitheal shipping errors are subject to the following conditions:

- Returns in connection with Meitheal 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. A valid RGA must accompany all returns.
- Custom products may not be returned except in the event of a Meitheal error.

Valuation of Return Credit

For customers who purchase Products directly from Meitheal, 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 ICS or (ii) invoice price at the point of original purchase. If Meitheal is unable to locate a price for the returned Products, Meitheal reserves the right to use Meitheal's then current average price of the applicable Products.

For customer who purchase Products indirectly from Meitheal (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 Meitheal is unable to locate a price for the returned Products, Meitheal may value such Products at Meitheal'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 Meitheal.

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

Company Disclaimers

- Meitheal reserves the right to verify all returns to make certain that they conform to this Policy.
- Meitheal reserves the right to promptly destroy any returned Products whether or not they are eligible for credit or exchange.
- Meitheal 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 Meitheal.
- 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 amended to run parallel with such requirements.
- This Policy is subject to change by Meitheal at any time and without prior notice to other parties.