

RETURN GOODS POLICY

EFFECTIVE: March 1, 2020

SCOPE:

Novadoz Pharmaceuticals ("Novadoz") requires that all products be returned through our authorized returns processor, Inmar Rx Solutions, Inc. (Inmar). Inmar will accept returns on behalf of Novadoz from those customers who have purchased the product they are returning **directly** from Novadoz or through an authorized wholesaler or distributor on labeler code <u>72205</u> ("Product").

RETURNABLE PRODUCT:

- Product must be in original, unaltered container trade package.
- Product with less than 6 months remaining shelf life.
- Product that is not more than 12 months past expiration date.
- Product Received in Error. Any Product received in error must be reported to Novadoz Customer Service within 48 hours of receipt. Customer Service will issue specific instructions on returning Product.
- Concealed damage claims made within 10 days of receipt. These claims must be made to Novadoz' Customer Service Department.
- Product received damaged. Damaged Product must be accompanied by a signed Bill of Lading noting damage and must be reported to Novadoz Customer Service within 48 hours of receipt. Customer Service will issue specific instruction on returning Product.
- Product involved in a recall.
- Limited to 2% of your total sales/Product purchases can be returned

NON-RETURNABLE PRODUCT:

- Product with stickers, marked, dated, coded, damaged, soiled or adulterated in any way.
- Product damaged or deteriorated due to conditions beyond manufacturer control, such as improper or handling or storage (e.g., heat, stored under improper conditions or exposed to fire, smoke or water).
- Products sold as free goods or products provided at no charge for promotional incentives, samples or short-dated products sold as such.
- Product not in original sealed container, with the exception of partial bottles.
- Product involved in distressed, sacrifice, fire or bankruptcy sale.
- Product with 6 months or more of remaining shelf life.
- Product that is more than 12 months past the expiration date.
- Products not purchased directly from Novadoz or an authorized wholesaler or distributor.
- Product received with concealed damage not reported within 10 days.
- Product received in error or damaged; a) if the error or damage is not reported within 48 hours of receipt, b) reported within this period but not returned within 30 days or c) not accompanied by a signed Bill of Lading noting the damage.
- Overstock, unless approved by Novadoz in writing.
- Product sold on a non-returnable basis.
- Products purchased or distributed contrary to federal, state or local laws.
- Anything over 2% will not receive credit.

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PROCEDURE FOR RETURNING MERCHANDISE AND RECEIVING CREDIT:

FOR RETURN AUTHORIZATIONS

Request for Box labels can be made by any of the below methods:

- 1. Accessing the Inmar website at https://returns.healthcare.inmar.com (you will need to upload a PDF copy of your debit memo)
- 2. E-mail your debit memo to <u>rarequest@inmar.com</u> Be sure to include NDC#, lot# and expiration dates assigned to each item.
- 3. Fax your debit memo to Inmar at 817-868-5343

For assistance with the return process contact Inmar Customer Service at 1-800-967-5952. Hours: Monday thru Friday 8am – 5pm Eastern Time

Required Information

- Novadoz NDC Number
- Product Name
- Strength
- Quantity
- Lot Number
- Expiration Date
- Reason for return
- Debit Memo number clearly designated. Only one Debit Memo number per return shipment.
- Account information
- All packages in the shipment must include RGA number and Debit Memo number

Inmar will destroy any Product return that does not have the required information and no credit will be issued for such Product.

- Novadoz reserves the right to deny credit for any returned Product that does not comply with these instructions.
- Novadoz is not responsible for returns lost during shipment.
- Novadoz representatives are prohibited from picking up or transporting any Products.
- Novadoz will not be responsible for any charges incurred for any product returned to a facility other than Inmar.
- All returns are to be shipped fully insured, freight prepaid to the address listed below:

Inmar RX Solutions, Inc. 3845 Grand Lakes Way Suite 125 Grand Prairie, Texas 75050

Issuance of credit

• Novadoz will issue a credit memo for returns and will not accept deductions from invoices. Please do not make any deductions from remittances in anticipation of credit.

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- Discrepancies must be addressed within 30 days of the Return Authorization Credit by contacting Novadoz' customer service.
- Full Product bottles will be issued full credit.
- Partial bottles will be issued partial credit rounded to the nearest 0.10, 0.25, 0.5 and 0.75.
- For direct customers, reimbursement price will be based on the lower of the original purchase price or the current price.
- For direct customers returning non-contract product purchased indirectly, credit will be given at a calculated average contract price.
- For third party customers, the credit will be calculated at an average contract price and a credit memo will be issued to the authorized wholesaler or distributor.
- Products that do not qualify for credit or reimbursement will be destroyed and not returned to the customer. Customer will be notified of non-credited items.
- Any deduction made without a Return Authorization Credit is deemed invalid.
- Novadoz reserves the right to make the final determination of the valuation of the return.
- Credit will **not** be issued for Product that has been destroyed by customer.
- Return Authorization Credit must be used within one year of date of issue.
- Novadoz will deduct the value of the return from the sales volume subject to volume rebate.
- No shelf-stock adjustment will be issued for returned Product unless they are in transit on the date of the shelf-stock adjustment.

Transportation charges

- All returns must be shipped via a traceable mode of transportation.
- Proof of return is the customer's responsibility.
- Transportation and insurance charges on all Products returned are the responsibility of the customer, except when due to Novadoz error as determined by Novadoz.

THIRD PARTY RETURN PROCESSING:

Third party processors must comply with all terms and conditions of this policy as well as the following:

- Novadoz will require a copy of all reverse distributor licenses. Any unlicensed returns processor is not authorized to handle Novadoz Products.
- Third party processors must return all Products to Inmar's facility unless instructed by Novadoz otherwise.
- Novadoz will not use third party's price list to process returns.
- Novadoz 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.