



NS Pharma Return Goods Policy: Effective May 1, 2020

Applicability:

This document sets forth terms and conditions that shall govern all returns (“Return Policy”) to NS Pharma, Inc. (“NS Pharma”) by any entity that desires to return products manufactured by or on behalf of NS Pharma (“Products”) to NS Pharma. NS Pharma may, in its sole discretion, amend this Return Policy at any time without notice and without consent.

Authorization:

Prior authorization (“Return Goods Authorization” or “RGA”) from NS Pharma is required for all returns. NS Pharma will incur all charges for processing and destroying Product that was returned to NS Pharma. NS Pharma will not assume any responsibility for charges incurred for Product returned to a facility other than that authorized by NS Pharma.

RGA numbers are valid for thirty (30) days from issuance. Expired RGA numbers are invalid, and no credit will be issued with their use. All Product must be returned to NS Pharma within thirty (30) days from RGA issuance to receive credit. Product that has been destroyed by customers or agents of customer will not receive credit.

To initiate a Product return, please contact NS Pharma’s Authorized Returns Vendor (Cardinal SPS) to obtain an RGA form:

Attn: NS Pharma, Inc.
Returns Department
15 Ingram Blvd
Dock 43
LaVergne, TN 37086

Fax: (614) 652-0271
Email: GMB-SPS-Returnrequests@cordlogistics.com

An RGA request must include:

- Invoice/debit memo #
- Contact name and phone number
- Details list of applicable products (Product name, NDC number, Lot number, expiration date, quantity to be returned)
- Reason for return
- Billing address
- Shipping address
- Return originator (for batch returns, each return originator’s information must be provided, including customer name, mailing address, and DEA number)

THIS RETURN GOODS AUTHORIZATION (RGA) IS BEING ISSUED UPON UNCONFIRMED REPRESENTATIONS MADE TO NS PHARMA AND IS NOT INTENDED TO BE A GUARANTEE OF CREDIT OR A BASIS FOR RELYING UPON CREDIT.



Returns Shipments:

The customer must prepay all shipping and freight for all returns. Notwithstanding the foregoing, if the return is due to (i) an NS Pharma shipping error, (ii) damage that occurred in-transit from NS Pharma, (iii) a Product defect, or (iv) a recall/withdrawal, NS Pharma will issue a prepaid call tag to the customer.

All Products shipped to NS Pharma must be shipped in compliance with all applicable federal, state, and local laws, regulations, and statutes. It is the customer's responsibility to securely package return goods to prevent in-transit damage/breakage and otherwise comply with all laws and regulations. Broken Product containers that do not contain any viable Product should NOT be shipped to NS Pharma. Except as stated in this Return Policy, NS Pharma is not responsible for returns shipments lost and/or damaged in-transit.

Each returns shipment must contain the RGA form, and either a packing list with the account/customer information and a proof of purchase with the account/customer information and purchase price clearly designated. Only one proof of purchase is allowed per return shipment. If a return shipment contains multiple boxes, a photocopy of the paperwork with proof of purchase number must be placed in each box.

Products Eligible for Credit:

NS Pharma reserves the right to determine, in its sole discretion, whether returned Product is eligible for credit. To be eligible for credit, Product must be returned in its original unopened container with the original label and the Lot number and expiration date must both be legible.

The following return goods are eligible for credit:

- Expired Product returned within six (6) months past the expiration date
- Product returned due to (i) a shipping error caused by NS Pharma or (ii) in-transit damage shipped from NS Pharma, if reported to NS Pharma within two (2) business days of delivery
- Product returned at NS Pharma's request (e.g. recall)
- Products discontinued for more than one hundred and eighty (180) days, but less than three hundred and sixty (360) days

Products Not Eligible for Credit:

NS Pharma reserves the right to decline to credit and destroy all goods returned, which NS Pharma determines, in its sole discretion, are not eligible for credit. Any return not meeting the criteria listed above will not be eligible for credit, except as otherwise required by law. Products not eligible for credit include, but are not limited to:

- Product damaged subsequent to delivery due to improper storage, handling, fire or catastrophe, or other circumstances beyond NS Pharma's control
- Product destroyed or damaged from insurable causes
- Product distributed at no charge
- Product obtained illegally or via diverted means
- Product purchased on behalf of other manufacturers, institutions, contract research organizations, or others for use in clinical trials or studies, Phase IV studies, or for charitable donations
- Product purchased from any entity other than NS Pharma or an ADR of NS Pharma
- Product not in original sealed containers
- Opened vials or bottles
- Product with labels removed or illegible



- Product on which the lot number and/or expiration date is missing, illegible, or covered
- Product that has a prescription label attached
- Product involved in salvage, bankruptcy or insolvency proceedings
- Private label, repackaged Products
- Product returned prior to the expiration date
- Product expired more than one hundred and eighty (180) days past the expiration date
- Product returned without a valid RGA number
- Product returned more than thirty (30) days after issuance of the RGA
- Product discontinued for more than three hundred and sixty (360) days
- Product for which proof of purchase cannot be verified
- Partial returns, unless the returns originator is located in a state in which the law requires credit to be issued for partial returns
- Product sold expressly on a non-returnable basis
- Product that NS Pharma, in its sole discretion, determines is adulterated, misbranded, or counterfeit
- Anything returned that is not a Product

Credit:

If NS Pharma determines a return is eligible for credit, such credit will be issued based on the number of eligible units returned. Credits are intended to cover reimbursement for the net cost of the Products, and no other separate payments shall be provided otherwise.

All credits will be paid via credit memo. Indirect purchasing customers will receive credit through their wholesaler/distributor. Credits must be redeemed within one (1) year of issuance or will be void thereafter.

Products that are eligible for credit will be credited at the lower of (i) lowest historical invoice price for which the specific lot number was sold by NS Pharma, or (ii) the lowest historical contract price in effect for the return originator for that specific lot number, which shall be net of any credits, discounts, and rebates.

Products returned at NS Pharma's request will be credited at the lower of (i) current wholesale acquisition cost, or (ii) current contract price for the return originator.

Product returned outside of this policy will not receive credit.

NS Pharma, in its sole discretion, may replace Products returned in lieu of issuing credit.

NS Pharma reserves the right to impose a handling fee on all returned goods.

NS Pharma reserves the right to make exceptions to this policy, at any time, due to business necessity and changes in applicable laws and regulations.