



GENERIC PHARMACEUTICALS Returned Goods Policy

This Tris Pharma Returned Goods Policy applies to **GENERIC PHARMACEUTICAL PRODUCTS ONLY**. Tris has retained **Qualanex, LLC** as its returns processor. Tris Pharma will not reimburse processing fees, destruction charges, or return shipping costs from other third party processors.

Return Goods Authorization (RGA) is required to return Tris Pharma products. Product returns will not receive credit without an RGA and credit will only be issued within the terms of this Policy. Issuance of an RGA does not guarantee credit. Return Authorizations expire sixty (60) days from date issued.

An RGA may be obtained from Qualanex as follows:

Website: www.Qualanex.com

Email: CustomerService@Qualanex.com

Telephone: 800-505-9291

Fax: 847-775-7258

All RGA requests must include the following information:

- Customer information: Name, address, telephone, customer DEA number
- Contact name and information (email / telephone)
- Product information: Product name, NDC #, lot #, expiration date, quantity
- Reference Number: Debit memo, or other
- Reason for return

Once an RGA is received, please place a copy of the RGA form in your shipment and ship (freight pre-paid) to:

Tris Pharma Inc.
c/o Qualanex, LLC
1410 Harris Road
Libertyville, IL 60048

EACH BOX must contain a copy of the RGA. If a return shipment is multiple boxes, photocopy your RGA and place in each box. It is suggested that the return be insured, and records kept. Tris Pharma cannot be responsible for shipments lost in transit to Qualanex, LLC.

Returnable Items

The following products are returnable for returned credit (as applicable) with prior approval. All products must be returned to Tris Pharma in accordance with this Policy to be considered for credit.

- **Short-dated merchandise** within 6 months of expiration in a sealed, full, unopened, original Tris Pharma container with a valid Tris lot number and expiry date.
- **Outdated merchandise** up to 12 months past expiration in a sealed, full, unopened, original Tris Pharma container with a valid Tris lot number and expiry date.
- **Product shipped in error** by Tris Pharma or products **damaged in transit** from Tris Pharma.
- **Recalled or withdrawn product** must be returned as outlined on the recall/withdrawal notice. All recalled / withdrawn product must be returned separately from expired product.



Nonreturnable Items (no credit will be issued):

All products other than those listed above shall be deemed non-returnable. Non-returnable products include, without limitation:

- In-date product (product with more than 6 months dating remaining)
- Products dated more than 12 months beyond the expiration date noted on the package/container.
- Packages/containers with labels added to or removed from original manufacturer package/containers
- Products returned with illegible or missing lot number and/or expiration date
- Private label, repackaged products or products not in the original container
- Partial or open bottles (except where required by law)
- Overstocks
- Credit will not be issued for consolidated or batched returns from multiple facilities or customers on one debit memo
- Products damaged due to improper storage, handling, fire or catastrophe
- Products involved in salvage, bankruptcy or insolvency proceedings
- Product for which proof of purchase cannot be verified
- Free goods or products sold on “non-returnable” terms
- Merchandise purchased or otherwise obtained in violation of any federal, state, or local law or regulation

Damaged in Shipping, Shipped in Error, and Overages / Shortages

- Products shipped in error or products damaged in transit may be returned for full credit when reported to Tris Pharma within 10 days of receipt and must be returned within 25 days of receipt. Contact Tris Pharma Customer Service at CustomerService@TrisPharma.com.
- Tris Pharma must authorize damaged / shipped in error product returns and issue an RGA.
- Upon request, buyer shall furnish such documentation as required for Tris Pharma to recover loss from the carrier.
- Upon receipt of product, customers are requested to verify quantities of units received against original shipping documents by performing a physical count. Any discrepancies must be reported to Tris Pharma within ten (10) days of receipt, at which time the Tris Pharma Regulatory/Quality Assurance Department may initiate an investigation.

Terms & Conditions for Credit

The following terms will apply to all returns:

- A valid Return Goods Authorization (RGA) Number must accompany all returns for proper credit.
 - RGA Numbers are valid for 60 days from issuance. Expired RGA Numbers will be considered invalid and no credit will be issued.
 - All products must be returned to Tris Pharma or their agent within 60 days to receive credit. Products that have been destroyed by the customer or agent of the customer will not receive credit.
- All charges associated with processing and destruction of return goods by Tris-approved returned goods service contractor shall be paid by Tris Pharma. All other charges (i.e.,



transportation, processing fees charged by any third party) shall be the responsibility of the customer and shall not be reimbursed by Tris Pharma.

- Reimbursements will be issued based on the lower of the original price or the current price
- Non-direct customer returns will be credited at a standard market price as determined by Tris
- Returns will not be permitted in excess of 2% of customer's total net purchases during a twelve (12) month period
- Partial returns are not allowed with the exception of customers located in mandated states that require product be accepted. The product must be expired and returned within six (6) months after the labeled expiration date for partial credit. The debit memo must be clearly marked with the name, address, DEA license number and account number.
- Product must be returned by the customer who purchased the product from Tris Pharma. Reimbursement will be made in the form of a credit memo applied to customer's current account balance or future purchases. Credits will be issued to direct accounts only. Indirect customers such as retail and hospital pharmacies will receive credit through their servicing wholesaler.
- Returned products will be verified by Tris Pharma and the final credit will be calculated based upon Tris Pharma count.
- Customers are prohibited from deducting returns from payments without prior written approval from Tris Pharma.
- Tris will pay for all transportation charges for returns pursuant to any shipping errors or recall/market withdrawals. For all other returns customer will be solely responsible to prepay all transportation charges.
- Credits expire one-hundred eighty (180) days from date issued
- Tris Pharma will not issue credit or accept charges/deductions for administrative, handling, or freight charges associated with the return of product to Tris.
- Credit or reimbursement will not be issued for product destroyed by customer or third parties.
- Credit will not be extended when the intent is to temporarily reduce inventory.
- All returns shall be made in compliance with all applicable federal and state laws and regulations.

Products returned outside this Policy are not eligible for reimbursement. If non-eligible products are sent to Qualanex LLC, or any other party, they will not be returned. Unauthorized return goods will be destroyed and will not be reimbursed by Tris.

Acceptance of returned product does not constitute Tris Pharma's acceptance for credit. All product information (including product identification, lot number and expiration date) will be verified before credit or reimbursement is issued.

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

Tris Pharma cannot be responsible for returns shipments lost in transit.

Tris Pharma may, at its discretion, make exceptions to this policy based upon extenuating circumstances.

Tris Pharma reserves the right to amend this Policy at any time without prior notice.

Effective Date 10/01/2019