

EXPIRED RETURN GOODS POLICY

PRODUCTS ELIGIBLE FOR RETURN

- This Policy applies only to eligible products of Seller that have been sold directly by AstraZeneca, manufactured and/or distributed only by AstraZeneca in the United States.
- Expired product must be within six (6) months of expiration but cannot be out of date by more than six (6) months. Products that are outside of this twelve (12) month window will not be credited.

PROCEDURE FOR RETURNING GOODS

- AstraZeneca's approved return goods provider is Qualanex, LLC ("Return Goods Processor").
- Qualanex, LLC will not accept expired return goods for product(s) that was (were) not purchased directly from Seller's Authorized Distributor.
- All expired return product must be sent to Qualanex, Libertyville, IL. (1-800-505-9291)
- Expired product sent to Qualanex will only be received **Monday through Friday (except holidays)**.
- All product eligible for return and consideration for reimbursement must be returned to Qualanex, at the following address and in accordance with Qualanex procedures:

**AstraZeneca
C/O Qualanex, LLC
1410 Harris Road
Libertyville, IL 60048**

- AstraZeneca requires that a Return Authorization (RA) must be obtained prior to shipping return goods to be eligible for credit.
- Once a RA is issued, products must be promptly returned to Qualanex within twenty (20) business days.
- Return Authorizations can be obtained by accessing the Qualanex website at: www.qualanex.com, emailing customerservice@qualanex.com or calling 1(800) 505-9291.
- All RA requests will expire in 60 days.
- All returns require a Debit Memo and a Returns Authorization.
- The Debit Memo and/or the Returns Authorization must include the following information about the originating customer, whether they are a direct or indirect customer of AstraZeneca:
 - Originating customer name address, phone and fax number
 - Contact name and email address
 - Product NDC number, lot number, expiration date, quantity, and price
 - A unique debit memo number must be provided for each originating customer initiating the return
 - DEA number or other unique identifier (340B, HIN) of the originating customer initiating the return
 - All returns must be physically segregated by origination customer (e.g., placed into a unique bag or box)
 - Reason for return
- All product listed on the RA must be shipped at the same time.

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SHIPPING

- All eligible products shipped to Return Goods Processor are to be shipped in a safe, secure, and reliable manner, and in compliance with all applicable federal, state, and local laws, rules and regulations.
- Shipping charges for all shipments to Return Goods Processor are to be prepaid by Buyer or Buyer's customer. Seller is not obligated to pay for charges incurred by Buyer or Buyer's customer for return goods processing.
- Shipments sent COD (collect on delivery) will be refused by Return Goods Processor.
- Broken product containers/bottles, without product present, are NOT to be shipped to Return Goods Processor. If any are shipped to Return Goods Processor, they will be disposed of and will not be reported as a return. In the case where the Return Goods Processor may receive broken product containers/bottles where damage occurred during return shipment, the Return Goods Processor will accept damaged, broken, wet and/or leaking shipping containers. Such returns will be processed, but no credit will be issued. Seller's credit memo to Buyer will indicate no credit due to damaged container.

CREDIT FOR RETURNS

- Credits will be issued to Buyer at current wholesaler acquisition cost minus six percent at time of return (WAC-6%) unless otherwise required by applicable law, or as communicated by Seller. Credits will be determined on the basis of actual count. Credit will be issued for the actual amount of tablets/capsules returned in a given container. For example, if 15 tablets/capsules are returned in a 30 count bottle, credit will be issued for 15 tablets/capsules only. For liquid, syringe, and injectable products, credit will be issued only for sealed units of an inner pack. Credit will not be issued for any others.
- Returned quantities will be audited by Return Goods Processor, and final credit will be based on Return Goods Processor's count.
- Credit will be issued to wholesalers and/or other direct accounts. For indirect customers, credit will be issued through their wholesaler or direct account.
- Returned goods may not be exchanged for replacement merchandise.
- Products unacceptable for credit will not be returned to the Buyer. Those products will be destroyed.
- Buyer will receive notification for non-credited items.

UNAUTHORIZED DEDUCTIONS:

- Buyer should not take any deductions prior to the Seller return goods processing window, which is twenty-five (25) business days.

PRODUCTS NOT ELIGIBLE FOR CREDIT:

The following products are not eligible for credit under this policy:

- FluMist®: Please contact AstraZeneca Order Fulfillment at orderfulfillment.wilmington@astrazeneca.com with questions regarding the FluMist® Returns Policy.

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- Product that is not out-of-date (see “Products Eligible for Return”).
- Product that is not in original container. Seller will not issue credit for products returned in original containers with prescription labels attached. Seller will not issue credit for products returned in prescription containers. Seller will not issue credit for any repackaged product.
- Product that is over packed. Credit will be issued for only the specified amount of the original container quantity. For example, if 45 tablets are returned in a 30-count bottle, credit will be issued for 30 tablets only. The other 15 tablets will be destroyed, with no credit issued.
- Empty containers and/or containers with crushed or damaged product. For example, credit will not be issued for a return for remnants of crushed tablets in a container.
- Product in which the lot number and/or expiration date is missing, illegible, covered, and/or otherwise unreadable on original container.
- Product that is labeled as sample, free goods, or otherwise distributed at no charge.
- Product obtained illegally or via diverted means.
- Product that Seller deems, in its sole discretion, to be otherwise adulterated, misbranded, or counterfeit.
- Products damaged by fire, smoke, heat, or water resulting from fire or other insurable hazards are not returnable under this Policy.
- Distress merchandise, such as items purchased from bankruptcy sales, going-out-of-business sales, fire sales, or other merchandise generally considered under the classification “distress merchandise” is not returnable under this Policy.

POLICY EXCEPTIONS

- Discontinued product NDCs will be evaluated by Seller on a case-by-case basis for potential return prior to becoming expired.

SELLER’S DISCLAIMERS

- Seller is not responsible for shipments lost and/or damaged in transit. It is recommended that all Buyers and/or their customers insure return goods shipments.
- Pharmaceutical Sales Specialists and/or other Sales personnel of Seller are not authorized to accept Return Goods.
- Seller can modify this policy at any time upon written notice.

For purposes of this policy, references to Seller mean AstraZeneca Pharmaceuticals LP (“AZPLP”) as regards all goods or services identified by an AZPLP product code, labeler code or NDC number on the invoice. In the absence of a product code, labeler code or NDC number for a particular good or service, Seller shall mean AZPLP as expressly identified on the invoice as regards such goods or service. For the purpose of this policy, reference to Buyer means a direct customer of AstraZeneca.