

## Return Goods Policy

**TWi Pharmaceuticals USA, Inc. ("TWi") Return Goods Policy overrides all other Return Goods Policies from distributors, wholesalers, pharmacies, retailers, clinics and hospitals.**

### **1. Return Authorizations:**

A Return Authorization is required to return TWi products. Products will not be credited without a Return Authorization and credit will only be issued if it is within the terms of the return policy. Return Authorizations expire sixty (60) days from date issued.

For product returns due to a shipping error on the part of TWi, product damaged by TWi (or its agents), or non-conforming products requiring Regulatory review, please contact TWi's Customer Service Department within 5 (five) business days at [returns@twipharmausa.com](mailto:returns@twipharmausa.com) for specific return instructions. Product must be returned within 15 (fifteen) days of receipt.

All claims for concealed shortages must be submitted within 15-days of receipt to be eligible for credit.

### **2. Return Authorization Requests:**

- Return Authorizations for authorized, unopened, properly labeled expired product up to 6 (six) months past expiration date may be obtained by faxing your request to 201-762-1414 or emailing your request to [returns@twipharmausa.com](mailto:returns@twipharmausa.com). Please ensure that a debit memo number is provided with each request.
- You will need to provide the lot number and expiration date for all products you wish to return.

**Please send authorized returns to:** TWi Pharmaceuticals USA, Inc.  
ATTN: RETURNED GOODS  
4580 S. Mendenhall Road  
Memphis, TN 38141

- **Receipt of a Return Goods Authorization number does not constitute TWi's acceptance for credit.**

### **3. Transportation and/or Shipping Charges:**

- Prepaid by the Customer (with the exception of product shipped due to an error on the part of TWi, product damaged by TWi or its agents, or non-conforming products requiring Regulatory review).

### **4. Returnable Items:**

- Authorized, unopened, properly labeled expired product up to 6 (six) months past expiration date except as required by federal or state law or regulation.
- Products damaged by TWi (or its agents), provided it is returned unopened within 15 (fifteen) days of receipt. Please contact TWi's Customer Service Dept. within 5 (five) business days of receipt at [returns@twipharmausa.com](mailto:returns@twipharmausa.com) for specific return instructions.
- Products shipped due to an error by TWi, provided it is returned unopened within 15 (fifteen) days of receipt. Please contact TWi's Customer Service Dept. within 5 (five) business days of receipt at [returns@twipharmausa.com](mailto:returns@twipharmausa.com) for specific return instructions.
- Non-conforming products requiring Regulatory review by TWi, provided it is returned within 15 (fifteen) days of receipt. Please contact TWi's Customer Service Dept. at [returns@twipharmausa.com](mailto:returns@twipharmausa.com) for specific return instructions.
- Discontinued, withdrawn or recalled TWi products. Please contact TWi's Customer Service Dept. at [returns@twipharmausa.com](mailto:returns@twipharmausa.com) for specific return instructions.

### **5. Non-Returnable Items:**

- Partially or fully opened containers, unless otherwise required by law
- Products with more than 6 (six) months after the expiration date
- Products that have deteriorated due to improper storage, heat, water, smoke, etc.
- Products involved in fire, flood, or other insurable events
- Overstocked items
- Products returned by any other source other than the original purchaser
- Private label or repackaged products
- Products with missing label or missing lot number and/or expiration date or products marked, coded or altered in any way.
- Products sold by TWi on a non-returnable basis, such as free goods, products provided at no charge for promotional incentives, samples or short dated products sold as such.
- Returns made after 60 (sixty) days from the date of the return authorization.
- Products purchased or distributed contrary to federal, state and local laws.
- Products that do not have preprinted bar coded shipping labels from DLSS.



Effective 2/21/2017

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### **6. Controlled Substances Returns:**

- Outdated controlled substances should, if possible, be destroyed by the customer under DEA authorization, or other state or regulatory agencies empowered by law to do so. When destroyed, a copy of the signed destruction form (DEA Form 41) should be forwarded to TWi for credit only if such destroyed product would qualify as returnable under paragraph 4, above.

### **7. Returns Valuation:**

- **All TWi products purchased on a direct basis will receive credit based on the lower of direct or indirect contract purchase price or the original invoiced price.**
- All TWi products purchased on an indirect basis **must** be returned through the wholesaler or distributor of purchase or their designated third party returns processor. Indirect returns will be credited through the wholesaler or distributor of purchase at the lower of acquisition or current direct or indirect price at TWi's discretion. Indirect returns not returned by the wholesaler or distributor will be denied credit.

### **8. Third Party Processing:**

- Third party processors **must** comply with all requirements of TWi's Return Goods Policy.
- Third party processors **must** provide proof of destruction for short/outdated product.
- TWi will **not** accept returns from third party return processors for customers other than wholesalers or warehousing chains or other direct purchasers of TWi product unless a pre-approved contract is agreed to and signed.
- All returns from non-authorized customers sent to third party return processors **will be refused**.
- TWi will **not** process returns using pricing from the third party's internally generated price list.
- TWi will **not** reimburse any service fees to the customer of processing agent for the miscellaneous fees (i.e. handling, processing fees) or freight charges incurred.

### **9. Terms of Return Policy:**

- Credit will be issued in the form of a credit memo as detailed in section 7 (seven) above. **No cash refunds.**
- **Only full bottles will be issued full credit.**
- Product **must** be returned with an approved return authorization form. TWi reserves the right to destroy all returns without a return authorization without recourse.
- DLSS provides regulatory destruction of all products; therefore, TWi will **not** reimburse customers for destruction charges for products destroyed by any party other than DLSS.
- TWi will not accept deductions on invoices for returns but will issue a credit memo. Please do **not** make any deductions from remittances in anticipation of credit.
- Return goods credit **must be taken within 1 (one) year** of date of issue or credit will be forfeited.
- Proof of return is the customer's responsibility.
- TWi reserves the right to make adjustments to credit amounts up to 24 months from the date of issue.

TWi reserves the right to **not** issue a credit for any return not falling within the parameters of TWi's Returns Policy.

### **10. Company Disclaimer:**

TWi Pharmaceuticals USA, Inc., at its sole discretion, reserves the right to destroy merchandise as having no value when deemed unfit for sale whether it is returned with or without approval.

### **11. Other Limitations:**

- Errors in ordering will only be authorized for return if a request has been made within 5 (five) days of receipt of order.
- TWi Pharmaceuticals USA, Inc. reserves the right to disallow claims for outdated merchandise in excess of 1% of total purchases of a given product during the previous 12 (twelve) month period.
- **Please allow 4-6 weeks for all returns to be processed and credits to be issued.**
- Deductions for returns without prior authorization by TWi Pharmaceuticals USA, Inc. will **not** be honored.