

**Amneal Pharmaceuticals LLC**  
**Return Goods Policy**  
May 1, 2022

Amneal Pharmaceuticals LLC (“Amneal”) values the business of all of our customers and is committed to providing our customers with excellent service in all phases of their relationship with us. To ensure returned goods are processed and credited in a timely manner, Amneal has contracted with Inmar Pharmaceutical Services (Medturn), as our exclusive processor to administer expired product returns. All other returns (overstock, damaged, etc.) will continue to be processed directly by Amneal. Amneal will not assume responsibility for processing or handling charges incurred by customers using other return facilities/policies or wholesalers for processing and destruction costs.

In order to return expired Amneal product(s) only, please visit Inmar’s website at <https://clsnetlink.com>. Customers will be required to upload a debit memo in PDF format. This is the most efficient way to obtain your return label and track the progress of your return. Costs incurred by Amneal due to failure to follow these instructions, or for the return on non-Amneal product(s), will be deducted from the credit issued.

Customer Service representatives at Inmar Pharmaceutical Services are available to answer questions you may have on how to return expired product at 1-800-967-5952.

In order to return current dated (damaged, etc.) Amneal product(s) contact the Product Returns & Discrepancies Supervisor at 866-525-7442 or email [customerresponse@amneal.com](mailto:customerresponse@amneal.com). All current dated returns, once approved, must be accompanied by your debit memo showing NDC, Quantity, Lot # and Expiration Date then forwarded to:

Amneal Pharmaceuticals LLC  
118 Beaver Trail  
Glasgow, KY 42141

*NOTE: Product returned to an incorrect location will not be given credit.*

**Credit**

Credit will be issued at Amneal’s discretion, based on the following:

- Credit will be provided through credit memos only.
- No credit will be issued for “paper only returns”. Product must be returned in its original packaging for credit.
- Returned quantities will be audited by the Amneal return goods processor, and final credit will be based on the Amneal return goods processor’s count.
- Amneal reserves the right to destroy without notification, credit, exchange or return to the customer, any product return that does not conform to this policy.

### **Returnable Product**

- Original, unopened, seal-intact product within six (6) months preceding the expiration date (in dated) and up to twelve (12) months past the expiration date (outdated) are eligible for credit. Product expiration date is the last calendar day of the month.
- Product packaged in compliance with applicable serialization regulations.
- Partial returns will only be accepted, if required, in accordance with current state statutes of Georgia, North Carolina, and Mississippi.
- Prior return authorization is required to return product(s) where applicable. Credit will not be issued without prior notification and authorization of the return. Amneal shall have no responsibility or liability for product(s) returned without prior notification.

### **Expired Stock**

#### **Biosimilar Products**

- All biosimilar products are non-returnable (No Credit). A biosimilar product is a product approved under the 351 (k) biologics license application process under the USFD.

#### **Brand / Specialty Products**

- For direct purchasing customers, credit will be calculated and issued based on the current wholesale acquisition cost (WAC) of the returned product, less five percent (5%) unless otherwise required by applicable law.
- For contracted customers, credit will be issued based on the lowest invoice price charged customer in the most recent twenty-four (24) month period less a twenty-five (25%) processing fee, unless otherwise required by applicable law.
- Credit shall not be issued for more than 1% of prior year's unit purchases.
- Albenza and Dexedrine are non-returnable (No Credit)
- To avoid overstocking, Albenza and Dexedrine shall be shipped on a non-returnable basis.

#### **Generic Products**

- For direct purchasing customers, credit will be calculated and issued based on lesser of: (i) current invoice price, or (ii) the lowest invoice price charged in the most recent twenty-four (24) month period; less a twenty-five percent (25%) processing fee unless otherwise required by applicable law.
- For indirect purchasing customers, credit through authorized distributor will be calculated and issued based on the lesser of: (i) current net contract price for wholesale customers returning unsold product, (ii) the lowest net contract price charged in the most recent twenty-four (24) month period or (iii) an average selling price calculated by Amneal if (i) and (ii) are unavailable; less a twenty-five percent (25%) processing fee unless otherwise required by applicable law.

#### **Epinephrine Auto-Injector**

- Returnable Product (Credit):
  - Return of Epinephrine auto-injector in the two-pack configuration is limited solely to expired product (no greater than 12 months past expiration date)
  - Product must be returned in the original sealed two-pack shelf package.
  - Product must be returned by an authorized wholesaler of the Generics Division or retail pharmacies that acquired the product from an authorized wholesaler.
- Non-returnable (No Credit):
  - Epinephrine auto-injector in the two-pack configuration returned prior to product expiration date (6 month prior clause does not apply).
  - Epinephrine auto-injector product not in the original sealed two-pack shelf package.
  - Epinephrine auto-injector in the single-pack configuration.
  - All other requirements outlined in the Non-Returnable Product section below.

### **Shipping Errors**

Amneal must be notified of any shipping disputes within three (3) business days of receipt of product(s). Product(s) shipped in error by Amneal must be returned within thirty (30) business days of shipment to receive one hundred percent (100%) credit however customer will make best efforts to retain product shipped in error. Contact Amneal Returns Department to arrange for the return of said product(s). Product(s) returned after thirty (30) business days of shipment shall be considered excess stock (see section on Excess Stock below).

If the error involves controlled substance products: Amneal must be notified within 24 hours of receipt of the order, of any overages or mistakes in the controlled substance order.

### **Customer Ordering Errors**

Amneal must be notified of any ordering error within three (3) business days of shipment. Product(s) ordered in error by customer must be returned within thirty (30) business days of shipment to receive credit. Customer is responsible for a ten percent (10%) of Invoice Price handling and restocking fee with a minimum of \$250.00. Product(s) returned after thirty (30) business days of shipment date shall be considered excess stock (see section below on Excess Stock).

### **Excess Stock**

Product(s) not shipped in error or not ordered in error shall be considered excess stock when returned. Customer will be charged a twenty-five percent (25%) handling and restocking fee.

### **Non-Control Damages/Shortage**

Amneal must be notified of any shipping disputes within three (3) business days of receipt. In an effort to minimize any delay in resolving damage or shortage claim, all orders will be deemed counted and inspected upon customer's acceptance of delivery from the carrier. Any exception must be noted on customer's copy of the carrier's packing list and freight bill or bill of lading. The carrier must countersign the packing list and freight bill of lading. The customer must forward the signed packing list and freight bill or bill of lading to the Product Returns & Discrepancies Supervisor, at the address provided above. Product damaged at the customer's warehouse or store level is not returnable.

### **Control Products – Damages/Shortages**

If the issue involves controlled substance products Amneal must be notified within 24 hours upon receipt of any shortage in the controlled substance order. Shipments signed for without discrepancies will obligate the customer to report controlled product substance shortages directly to the DEA on a DEA-106, Report of Theft or Loss of Controlled Substances, online at:

[www.deadiversion.usdoj.gov/21cfr\\_reports/theft/index.html](http://www.deadiversion.usdoj.gov/21cfr_reports/theft/index.html)

### **Obsolescence and Rate Return Limits**

Amneal reserves the right to limit or restrict customer purchase activity for customers with product obsolescence and/or return rates higher than one percent (1%) on any given product per calendar year compared to the prior calendar year's customer product purchases.

## **Transportation Charges**

Unless expressly authorized in writing, freight charges for all returns because of normal business operations are the responsibility of the customer. COD shipments will be refused. Amneal is not responsible for lost or damaged shipments of returned product(s); insuring and tracking shipments are the responsibility of the customer.

## **Non-Returnable Product**

- Product(s) sold as short-date, close-out, special promotion, and / or sold as non-returnable.
- Professional samples.
- Product(s) provided free of charge, or labeled “free goods”, “clinical trials” or otherwise distributed as a promotional incentive.
- Product(s) not purchased directly from Amneal or obtained other than through a source of normal distribution channels and /or purchased from a source other than an approved authorized distributor of Amneal.
- Product(s) distributed outside the US, Puerto Rico and all US territories.
- Product(s) purchased or otherwise obtained in violation of any Federal, State or Local law or regulation.
- Product(s) with label defaced, covered, unreadable or removed.
- Product(s) with a covered, removed, missing or unreadable DEA, NDC, Lot number or expiration date.
- Product(s) deteriorated or damaged due to conditions beyond the control of the manufacturer such as improper storage, heat, cold, water, smoke, etc.
- Product(s) destroyed or damaged.
- Product sold in bulk package size (exceeding 1000 units per bottle), repackaged products or product not in its original containers.
- Product purchased for the purpose of stockpiling or for speculative means.
- Product must accompany the return (no Form Only submissions )
- Product(s) outside of the six (6) months preceding expiration date or greater than twelve (12) months past expiration date.
- Product(s) not returned within thirty (30) days of authorization.
- Unauthorized returns.
- Product shall be ineligible for return when the intent of the customer is to temporarily reduce inventory. Credit may be reduced or refused when inadequate inventory controls cause excessive product returns.
- Partial returns outside of the current state statutes of Georgia, North Carolina, Mississippi.
- Products that require refrigeration.
- Reconstituted product.

Amneal sales representatives are not permitted to modify any of the above policies.

Amneal shall not pay any fees, such as processing charges, in connection with the return of any product, except in the case of recalled products, which will be governed by Amneal’s Recall policy.

Any and all credits provided pursuant to this Return Goods Policy are only valid if redeemed within one (1) year of issuance or shall be considered null and void.

Amneal shall provide information in response to inquiries regarding credits for the 12-month period prior to request date.

Amneal officers reserve the right to make policy exceptions for extenuating circumstances and reserve the right to modify this policy without advance notice.

For inquiries regarding product returns, please contact our Product Returns & Discrepancies team at [returns@amneal.com](mailto:returns@amneal.com).

Thank you for your business.

