



**FRESENIUS KABI, LLC**  
**RETURNED GOODS POLICY**

1. **APPLICABILITY.** This Returned Goods Policy (“Policy”) applies to Fresenius Kabi, LLC (“Fresenius Kabi”) end user customers (“Customer”), and authorized chargeback wholesalers or authorized chargeback distributors (“Trading Partners”) and authorized non-chargeback distributors (“Distributor”) and supersedes any prior returned goods policy applicable to Customers, Trading Partners, or Distributors. This Policy does not apply to original equipment manufacturers (“OEMs”). Unless as otherwise stated in an agreement with Fresenius Kabi, no returns will be eligible for credit from the following trade classes: retailers, other manufacturers, purchasers in or exporters to places outside the United States or Puerto Rico, or U.S. Federal, state or local governments purchasing goods for special governmental programs, including without limitation government bioterrorism programs (“Excluded Trade Classes”).

2. **CONTACT LIST FOR CUSTOMER SUPPORT.**

CATEGORY	CONTACT INFORMATION
1. General Returns	<b>Customer Service Department</b> Phone: (888) 386-1300; Email: <a href="mailto:CSReturns@fresenius-kabi.com">CSReturns@fresenius-kabi.com</a>
2. Product Quality Complaints	<b>Medical Affairs Department</b> Phone: (800) 551-7176 (option 1); Email: <a href="mailto:productcomplaint.USA@fresenius-kabi.com">productcomplaint.USA@fresenius-kabi.com</a>
3. Adverse Drug Event	<b>Vigilance Department</b> Phone: (800) 551-7176 (option 5); Email: <a href="mailto:adverse.events.USA@fresenius-kabi.com">adverse.events.USA@fresenius-kabi.com</a>
4. Recalls	<b>Quality Assurance Department</b> Phone: (866) 716-2459; Email: <a href="mailto:FK-NARecalls@fresenius-kabi.com">FK-NARecalls@fresenius-kabi.com</a>
5. Product Quality Complaints and Recalls (Device Products)	<b>Fresenius Kabi Quality Assurance</b> Phone: (800) 933-6925 Email: <a href="mailto:mdpmqa.usa@fresenius-kabi.com">mdpmqa.usa@fresenius-kabi.com</a> Fax: (888) 858-2983 Online: <a href="https://productperformance.freseniuskabi.com">https://productperformance.freseniuskabi.com</a> (requires membership)

3. **GENERAL POLICY.** The following shall apply to Customers, Trading Partners, and Distributors.

- A. Fresenius Kabi will issue credit only on Fresenius Kabi products (“Products”) returned directly to Fresenius Kabi. **All returns must be pre-authorized in writing by the Customer Service Department.** Fresenius Kabi reserves the right to request proof of purchase prior to authorizing any return and may request adequate documentation to demonstrate that the Products were properly stored.
- B. All returns for credit must be accompanied by a current, completed Returned Goods Authorization Form (“RGA”), which Fresenius Kabi will provide upon request or available on-line at <https://www.fresenius-kabi.com/us/pharmaceutical-product-policies>. The RGA requires certain information such as the returned Product name, NDC number, potency, lot number, expiration date, quantity to be returned, reason for the return and such other information as requested by Fresenius Kabi. The completed RGA will specify the location to which all authorized returned goods must be sent to.
  - a. Unauthorized returns, returns through Trading Partners or Distributors, returns which do not contain adequate and satisfactory information as required by the RGA or returns which do not otherwise comply with this Policy will be subject to rejection by Fresenius Kabi and will not be eligible for credit.
- C. Customer, Trading Partner, or Distributor will be responsible for any shipping charges associated with its return, except for any Product which is returned to Fresenius Kabi as a result of Fresenius Kabi’s shipping error or Product recall. Fresenius Kabi does not assume any responsibility for any loss or damage to the returned Product incurred while in transit. Product returns will be credited at the price in effect at the time of return. If supporting documentation of the purchase price is provided by the Customer, Trading Partner, or Distributor, Fresenius Kabi will have sole discretion to credit at the purchase price.
- D. **PRODUCT ELIGIBLE FOR RETURNS CREDIT.**

Upon receipt of any authorized Product returns, Fresenius Kabi, at its sole discretion, will determine eligibility of return based on Table A-B below:

**TABLE A – PRODUCT RETURNS ELIGIBLE FOR CREDIT**

<b>CATEGORY</b>	<b>CONDITIONS / REQUIREMENTS</b>
<b>1. Acceptable Returns for Credit</b>	<ul style="list-style-type: none"> <li>• Full, unopened, undamaged, original packages</li> <li>• Product returned within thirty (30) days of written return authorization</li> <li>• Expired Product returned within three (3) months following expiration is eligible for 80% credit<sup>1</sup></li> <li>• Products ordered by buyer in error which were shipped directly by Fresenius Kabi are eligible for 80% credit if Customer Service is notified within ten (10) business days from receipt of Product</li> <li>• Products shipped by Fresenius Kabi in error are eligible for 100% credit if buyer notifies Customer Service within ten (10) business days from receipt of Product</li> <li>• Buyer must notify Customer Service of any Concealed Damage within ten (10) business days from detection, not to exceed thirty (30) days from receipt of Product<sup>2</sup></li> </ul>
<b>2. Visible Damage<sup>2</sup></b>	<ul style="list-style-type: none"> <li>• Request the carrier's inspector to view the goods in question at the time of receipt and take note of such damage on the carrier's bill</li> <li>• Immediately contact Customer Service to report the damaged Products</li> <li>• <b>DO NOT REFUSE SHIPMENT FOR DAMAGED PRODUCTS, AS CREDIT WILL NOT BE ISSUED FOR SHIPMENTS REFUSED FOR THIS REASON</b></li> </ul>
<b>3. Nonconforming Product</b>	<ul style="list-style-type: none"> <li>• Products not in conformity with written specifications or limited warranties are eligible for 100% credit</li> <li>• Medical Affairs Department must be notified immediately of product quality complaints, and no later than one (1) business day</li> <li>• Vigilance Department must be notified immediately of adverse drug events, and no later than one (1) business day</li> <li>• <b>TO THE EXENT APPLICABLE, FRESENIUS KABI'S MEDICAL AFFAIRS DEPARTMENT OR VIGILANCE DEPARTMENT SHOULD BE CONTACTED REGARDING A PRODUCT QUALITY COMPLAINT OR ADVERSE DRUG EVENT, REGARDLESS OF FRESENIUS KABI'S RETURN POLICY</b></li> </ul>
<b>4. Recalled Product</b>	<ul style="list-style-type: none"> <li>• Customers, Trading Partners and Distributors must return recalls directly to Fresenius Kabi to be reimbursed for any monies paid to purchase the Product returned. Trading Partners and Distributors will be reimbursed for performing recall services specifically requested by Fresenius Kabi in writing</li> </ul>

**TABLE B - PRODUCT RETURNS NOT ELIGIBLE FOR CREDIT**

<b>CATEGORY</b>	<b>CONDITIONS / REQUIREMENTS</b>
<b>1. Returns Not Eligible for Credit</b>	<ul style="list-style-type: none"> <li>• Unauthorized returns</li> <li>• Returns from excluded trade classes</li> <li>• Returns from third party returned goods companies<sup>3</sup></li> <li>• Discontinued products</li> <li>• Device products<sup>4</sup></li> <li>• Special customer-specification or customer arrangements as negotiated</li> <li>• Partial, opened, otherwise non-original packages</li> <li>• Water or fire damaged products</li> <li>• Products damaged by buyer's refrigeration or freezer malfunctions</li> <li>• Special sales promotion programs or other programs such as short dated sales</li> <li>• Products and packages with markings or disfigurements</li> <li>• Fire or bankruptcy sale products</li> <li>• Improperly stored products</li> <li>• Customer recalled product returned to Trading Partner and then returned to Fresenius Kabi</li> <li>• Non-expiration dated products</li> <li>• Products greater than three (3) months past the expiration date</li> <li>• All other unsatisfactory condition products</li> </ul>

<sup>1</sup>Excludes Device Products

<sup>2</sup>Pictures must be provided for evaluation

<sup>3</sup>Except for CII products which are eligible

<sup>4</sup>Except for qualifying returns of damaged products. Pictures must be provided for evaluation.

**4. PRODUCT RETURNED THROUGH TRADING PARTNERS.** In the event a Customer returns Product through a Trading Partner, the following shall apply to Trading Partners:

- a. Trading Partner is prohibited from receiving any product return from a Customer that did not purchase the returned product from Trading Partner. Trading Partner must instruct Customer to return the product directly to Fresenius Kabi for the end Customer to receive proper credit directly from Fresenius Kabi.
- b. If Trading Partner has system limitations that doesn't allow Fresenius Kabi to be made financially whole when it accepts a Customer product return, then the Trading Partner is prohibited from accepting such return and must direct the Customer to return the product directly to Fresenius Kabi in order for the end Customer to receive proper credit directly from Fresenius Kabi.
- c. Negative Chargebacks
  - i. Fresenius Kabi is required to receive a negative chargeback from Trading Partner, if Trading Partner accepts product returns from Customer that paid less than WAC or paid contract price for the product. The negative chargeback received is required to make Fresenius Kabi financially whole after considering Fresenius Kabi's issued WAC credit to Trading Partner when product is returned to Fresenius Kabi. Trading Partner is committed to making best efforts to ensure Fresenius Kabi is made financially whole when Trading Partner accepts product returns from Customers.
  - ii. For Trading Partner's short shipments to Customers, Fresenius Kabi is due a negative chargeback when Trading Partners invoices a Customer for product sold below WAC and the total quantity of product on the invoice was not shipped to the Customer. Since Trading Partner received or deducted for a chargeback credit from Fresenius Kabi for the invoiced quantities, which are greater than quantities shipped to the Customer, Fresenius Kabi is due a negative chargeback for product not shipped in an amount equal to WAC, at the time of sale to the Customer, less the price on the Trading Partners' invoice to the Customer.

**5. MISCELLANEOUS.**

- A. Fresenius Kabi's representatives are not permitted to pick up or destroy Products for return.
- B. Fresenius Kabi reserves the right to inspect all returns before issuing credit and to destroy without credit any packages that are unfit or unsafe for sale or do not comply with applicable law.
- C. Fresenius Kabi is prohibited by applicable law from ever returning expired Product and therefore must destroy any expired Product returned to it, even if Fresenius Kabi does not issue any credit for such Product.
- D. This Policy is subject to revision in whole or in part at any time by Fresenius Kabi. Fresenius Kabi may at its option provide notice of any change in the Returned Goods Policy but is not obligated to do so. Fresenius Kabi will issue all returned goods credits in accordance with Fresenius Kabi's Returned Goods Policy in effect at the time Fresenius Kabi authorizes the return.
- E. To the extent this Policy conflicts with any applicable law, this Policy shall be deemed superseded by the applicable law.
- F. For questions or additional information about this Policy, please contact the **Customer Service Department**.