

AMRING PHARMACEUTICALS, INC.

RETURN GOODS POLICY

EFFECTIVE DECEMBER 1, 2015

Products Eligible for Return: Amring Pharmaceuticals Inc. (“Amring”) will accept for credit product within six (6) months of marked expiration date and up to one (1) year after marked expiration date. Amring will not accept any product for credit outside those dating parameters.

Product Condition: Amring will only accept for credit product in its original packaging, including any inserts or devices that would be used to administer product. Amring will not grant credit for opened or partial packages, except where required by law. Amring will not honor credits for products with characteristics as described below in the “List of Non-Reimbursable Returns”, below.

List of Non-Reimbursable Returns:

- Products not associated with a Return Authorization (“RA”)
- Products prior to six (6) months of marked expiration date
- Products that are beyond one (1) year of marked expiration date
- Products that are not in original packaging, including inserts and/or devices
- Products comprising an opened or partial package
- Products damaged by negligence, water, fire, smoke, or other insurable events
- Products involved in salvage, bankruptcy or insolvency proceedings
- Products that have deteriorated at no fault of the manufacturer or Amring
- Products sold on a non-returnable basis
- Samples or no-charge inventory size items
- Products that are unlabeled, or where lot number and expiration date are illegible
- Products that have been donated
- Products that have been repackaged
- Products not manufactured by or for Amring Pharmaceuticals Inc.
- Products not labeled for sale or marketing in the United States of America
- Products from which the chain of custody cannot be determined
- Products that have been destroyed at a third party processor

Eligible Customers: Amring will only accept returns from its Direct Accounts, Authorized Wholesalers and Authorized Distributors; and does not accept for return any product not purchased directly from Amring. Amring will not issue a Return Authorization requested by any indirect customer. Amring will not reimburse any Direct Account, Authorized Wholesaler or Distributor for charges or fees related to and/or in conjunction with a return including those imposed by third party processors.

Return Authorization: Customers must obtain a Return Authorization (“RA”) from Amring’s Customer Service Department for all returns. A Return Authorization is not a guarantee of credit. All return credits are subject to final receipt and inspection of goods. Product or quantities returned but not referenced on the Return Authorization will not receive credit. Return Authorization numbers must clearly be written on the outside of each box. If returning more than one box, each box should contain the RA number and box number, i.e., “1 of 3”, “2 of 3”, etc.

To obtain Return Authorization, please contact Amring’s Customer Service Department at 844-Amring1 (267-4641).



Credits: Amring will issue credit within 120 days of receipt of product for returns processing, provided product meets terms and conditions in this Amring Return Goods Policy. Customer and/or its third party return agent shall not auto-deduct returns credits without a Supplier Credit Memo. Customer must include a contact person for investigation or disputes reasons on the Debit Memo/RGA Request.

Amring requires that a Debit Memo (RGA Request) is submitted via fax to 888-899-0052 or email AmringReturns@icsconnect.com.

Customer shall notify Amring of any deductions it intends to take at least 120 days prior, to allow Amring sufficient time to investigate and determine whether such a deduction should be taken.

Credit for eligible product will be issued at the lower of the original purchase price or current purchase price of which either maybe WAC or Contract Price. Credits will be issued in the form of a credit memo applied to the customer's current account balance or applied towards future purchases. Non-wholesale or non-direct end customers will receive credit through their Wholesaler or Distributor. Copies of credit memos related to returns will not be forwarded to third party processors.

Damages / Shortages: Products that are damaged during shipment will be considered for credit only if Amring and the carrier are notified within ten (10) business days of receipt of shipment. Any errors and/or discrepancies including concealed shortages must be reported by the Buyer(s) to Amring customer service within four (4) business days of receipt of goods, or will not be considered for credit.

Shipment Requirements: All returns must be shipped using prepaid shipping labels provided with Return Authorization. Third party Returned Goods Companies must contact the Amring Customer Service Department in accordance with the "Return Authorization" section for verification and processing.

Additional Information:

- Amring reserves the right to destroy any product without reimbursement that is returned without a Return Authorization, or does not meet the requirements of the terms and conditions described herein.
- Amring reserves the right to request proof of purchase source for all merchandise returned for credit.
- Shipment of a shortage or in error– credit will be allowed for shipment shortage or in error if noted on carrier's delivery receipt and reported to ICS or Amring within four (4) business days
- Shipment of damaged merchandise – credit will be allowed for shipment loss or damage if noted on carrier's delivery receipt and reported to ICS or Amring within ten (10) business days
- Amring reserves the exclusive right to determine whether items returned qualify for credit.
- Amring reserves the right to change policy as it deems necessary.

