

# LONG GROVE PHARMACEUTICALS, LLC RETURNED GOODS POLICY

### **Updated May 2022**

This document governs all returns of Long Grove Pharmaceuticals, LLC ("Long Grove") Product (as defined below) distributed throughout the United States and the Commonwealth of Puerto Rico. Long Grove reserves the right to modify this Returned Goods Policy ("Policy") in whole or in part at any time at its sole direction.

### **DEFINITIONS**

"Product" means all Long Grove labeled product as listed at https://longgrovepharma.com.

"Purchaser" means authorized distributors or wholesalers that purchase Product from Long Grove for subsequent sale to an end user customer or an end user customer that purchases Product directly from Long Grove.

"Customer" means end user customers that purchase Product directly from authorized distributors or wholesalers.

### **RETURN PROCEDURES**

Cardinal Health Third Party Services ("Cardinal 3PL") is the approved returned goods agent for Long Grove. Cardinal 3PL will accept Long Grove Product returned good shipments from other return good processors.

## PURCHASER SHOULD NOT REFUSE SHIPMENT OF DAMAGED GOODS. TO BE ELIGIBLE FOR CREDIT, DAMAGED GOODS MUST BE RETURNED IN ACCORDANCE WITH THIS POLICY.

- 1. All returns must comply with all applicable Local, State and Federal laws and regulations.
- 2. Long Grove sales representatives are not permitted to pick up, accept returns, or destroy Product.
- 3. Long Grove reserves the right to inspect, test, and destroy any returned Products.
- 4. All Product identified for return by the Purchaser or Customer must be returned to Long Grove for destruction by Long Grove or its authorized agent.
- All requests for returns must have prior authorization ("Return Goods Authorization" or "RGA") from Customer Service.
  - To obtain an RGA, please email: GMB-SPS-Returnrequests@cordlogistics.com
  - For all other Returns questions, please contact Customer Service via:
    - Email: GMB-SPS-Returns@cordlogistics.com
    - Phone: 833-268-5559
- 6. Purchaser or Customer must send their returned Products to Cardinal 3PL with a completed RGA form for such Product to be eligible for reimbursement. The address for all returns is:

Long Grove Pharmaceuticals, LLC Returns Dept. 15 Ingram Blvd, Dock 43 LaVergne, TN 37086

- 7. All return authorizations and returned Product must be sent back to Cardinal 3PL within sixty (60) days of authorization through the RGA process.
- 8. Purchaser or Customer must follow this Policy, and must provide the following information on the packing list accompanying each return:
  - Name and address of original Purchaser or Customer returning Product

- Drug Enforcement Agency (DEA) # of the original Purchaser or Customer returning the Product
- · Purchaser name, address and phone number
- Product list, including Product name, National Drug Code (NDC) number, quantity being returned, lot number(s), and expiration date of each
- RGA reference number
- Reason for return and noting if the return is associated with an Adverse Event or a Product complaint
- Order/Invoice number
- 9. Products shall be shipped to Cardinal 3PL in a safe, secure, and reliable manner.
- Returns must be shipped pre-paid except for Product shipped in error, damaged, non-conforming, withdrawn or recalled Product.
- 11. Returns associated with an Adverse Event or product complaint shall be returned using any special instructions provided by Long Grove or its authorized agent, Cardinal 3PL.
- Long Grove will accept returned Product shipments from Purchasers, Customers, and their designated thirdparty return processors; provided, however, Long Grove is not responsible for such processor's processing costs or other fees.
- 13. Long Grove's physical count of returned Product is final and binding.

### PRODUCT RETURNS ELIGIBLE FOR CREDIT

- 1. Product that is "expired." Product is deemed "expired" if it is up to three (3) months post expiration date and is eligible for 80% credit. Credit will be based on the lower of invoice or contract price, less any discounts or fees, at time of purchase from Long Grove or date of the return. Exceptions may be made for specific customers whose contract stipulates differently, or where state law dictates otherwise. Partial returns will be accepted from those states that regulate returned goods and require such acceptance.
- 2. Product shipped in error by Long Grove about which Long Grove received notice within ten (10) business days of Purchaser's receipt of Product.
- 3. Withdrawn or recalled Product initiated by Long Grove.
- 4. Product damaged in transit. Purchaser must document visible damage on carrier's bill or related documentation and request carrier to visually verify at the time of receipt. Purchaser must immediately contact Customer Service to report damaged Product within ten (10) business days of Purchaser's receipt of Product. Concealed Product damages must be reported to Customer Service within ten (10) business days upon discovery and provide sufficient evidence that such damage incurred during the shipment from Long Grove. Purchaser should not refuse shipment of damaged goods for such goods to be eligible for credit.
- 5. Product not in conformity with Long Grove's specifications for quality and safety will be eligible for 100% credit. Report any quality issue, safety concern, adverse drug reaction or adverse drug event by calling (833) 268-5559 or email at GMB-SPS-PRODUCTCOMPLAINT@cardinalhealth.com.

In addition to the foregoing, to be eligible for credit (i) Product must be returned in unopened, original containers with original label and the completed RGA form; (ii) Product must be returned by a Purchaser, Customer or their designated third party returns processor; and (iii) Product must not be altered or re-packaged. Except where required by law, opened or partial containers are not eligible for return.

#### PRODUCT RETURNS INELIGIBLE FOR CREDIT

- 1. Unauthorized returns.
- 2. Product damaged by accident, fire, smoke, heat, cold, water or natural disasters.
- 3. Product that requires refrigeration.
- 4. Product that has otherwise deteriorated due to improper storage conditions or improper handling.
- 5. Products returned more than three (3) months beyond the expiration date noted on the package/container, unless otherwise agreed by contract or where state law dictates otherwise. Expired Product may be returned for destruction, but no credit will be issued.

- 6. Packages/containers with labels added to or removed from original manufacturer's package/containers; except for labels affixed by a third party returned goods processing company so long as the affixed label does not obscure the manufacturer's original label product description, NDC number, lot number or expiration date.
- 7. Products returned with illegible or missing NDC, lot number, expiration date, or 2D bar codes, RFID tags or other tracking elements for pedigree tracking as required by relevant law or regulation.
- 8. Altered or Repackaged Product.
- 9. Special customer-specification or customer arrangements as negotiated.
- 10. Product purchased on clearance, bankruptcy, or similar sale.
- 11. Product sold on a non-returnable or non-refundable basis.
- 12. Special sales promotions or other programs such as short dated sales.
- 13. Product purchased or otherwise obtained in violation of any federal, state or local law or regulation.
- 14. Products destroyed off-site or otherwise that have not been returned directly to Long Grove.
- 15. Product purchased outside of the United States of America, Commonwealth of Puerto Rico, or from a distributor that is not a Long Grove Authorized Distributor of Record (ADR).
- 16. Discontinued Product initiated by the Purchaser.
- 17. Product samples.
- 18. Product deemed as 'Overstock' unless agreed to by both parties.

Note that ineligible Product that is returned to Long Grove may be subject to processing fees incurred by Long Grove and will not be returned to the Purchaser or Customer.

### **TERMS**

All returned Product will be subject to the terms and conditions of Long Grove's Returned Goods Policy in effect at the time Long Grove authorizes the return and subject to review by Long Grove or its authorized agent.

- 1. Issuance of an RGA number does not guarantee issuance of a credit memo as it is dependent on confirmed receipt, documentation, and review of returned Product by Long Grove or its authorized agent.
- 2. Returns without an RGA number will be destroyed by Long Grove without notification. Product destroyed by Purchaser, or its agent shall not receive credit.
- 3. RGA numbers are valid for sixty (60) calendar days from issuance, and expired RGA numbers shall be invalid and not eligible for credit.
- 4. Long Grove will not pay or reimburse fees, insurance or shipping costs associated with Product returns except for Product shipped in error, damaged, non-conforming, withdrawn or recalled Product.
- 5. Credit will be based on the lower of invoice or contract price, less any discounts or fees, at time of purchase from Long Grove or date of the return.
- 6. For Long Grove approved returns due to buyer error, Purchaser is eligible to receive an 80% credit.
- 7. Long Grove will credit the Purchaser's account for Product deemed eligible for credit.
- 8. Credits for Product returns expire one-hundred eighty (180) days from issuance date.

### **CONTACT INFORMATION**

<u>Topic</u>	<u>Email</u>	<u>Phone</u>
General Return Goods Questions	GMB-SPS-Returns@cordlogistics.com	833-268-5559
Obtaining a return goods authorization (RGA)	GMB-SPS-Returnrequests@cordlogistics.com	833-268-5559
Damaged Product Notification	GMB-SPS-DAMAGES@cordlogistics.com	833-268-5559
Overage / Shortages Notification	GMB-SPS-SHORTAGES@cardinalhealth.com	833-268-5559