



## Return Goods Policy

This Return Goods Policy of FH2 applies to all Products/Items (such terms are used interchangeably herein) distributed by FH2. Prior written authorization is required for all returns. FH2 will not assume any responsibility for charges incurred for any Product returned to a facility other than FH2. Product must be in original, unopened, unaltered container/package to receive credit. Only direct Customers of FH2 will be able to return Product. FH2 will only accept the return of Product for consideration of credit under the follow conditions and limitations:

### 1. Return Good Authorizations.

- a. In order for a proposed return to be considered for credit, Wholesaler/Customer (such terms are used interchangeably herein) must submit a valid Return Goods Authorization (“RGA”). Each RGA must contain the following information:
  - i. Each Item returned/NDC Number
  - ii. Product description
  - iii. Quantity
  - iv. Reason for return
  - v. RGA number
  - vi. Lot number
  - vii. Address of pick up location
  - viii. DEA# of pick up location
- b. Submission of an RGA form does not constitute FH2 acceptance for credit. All RGA request should be requested via email to [FH2CS@eversana.com](mailto:FH2CS@eversana.com). Please contact FH2 customer service department if you have any questions.



- c. Upon receipt of an approved RGA, all returns should be sent, freight pre-paid, to the following address (pursuant to a properly executed DEA form 222 received by the returner from EVERSANA for any schedule 2 products):

FH2

c/o EVERSANA

4580 S. Mendenhall Rd.

Memphis, TN. 38141

- d. RGA numbers are good for thirty (30) days from date of issuance.
  - e. Each box returned must contain a packing list with the Customer's account information and RGA number clearly designated. Use only one RGA number per return shipment. If a return consists of multiple boxes, photocopy the RGA and any accompanying paperwork, and place a copy in *each* box. FH2 encourages Customers to keep copies of all RGA's and associated proof, as FH2 shall not be responsible for shipments or paperwork lost in transit.
2. Damaged in Shipping and Shortages.
- a. Products received damaged may be returned for full credit when reported in writing to FH2 within 15 days of receipt. Please have the Transportation Company note "damaged" on freight bill.
  - b. FH2 must authorize damaged product returns and issue an RGA.
  - c. Upon request, buyer shall furnish such documentation as required for FH2 to recover loss from the carrier.
  - d. Upon receipt of product, customers are requested to verify quantities of units received against original shipping documents by performing a physical count. Any discrepancies must be reported to FH2 within fifteen (15) days of receipt, at which time the FH2 regulatory/Quality Assurance Department may initiate an investigation.
3. Returnable Items. The following Items are returnable:



- a. Out-of-date Product six (6) months prior to expiration date or up to six (6) months past expiration date on package or label;
  - b. Items damaged during transit;
  - c. Items received as a result of shipping error by FH2, provided FH2 is notified within ten (10) days of receipt, and the return is received by FH2 within thirty (30) days of receipt;
4. Non-Returnable Items. The following Items are non-returnable:
- a. Items more than 6 months beyond expiration date;
  - b. Items damaged due to negligence of the Customer;
  - c. Items damaged due to improper storage, handling, fire, smoke, heat, water, etc.;
  - d. Items involved in sacrifice, salvage, bankruptcy, or fire sales;
  - e. Items designed as non-returnable;
  - f. Items involved in a Customer inventory reduction;
  - g. Items sold, purchased, or distributed contrary to federal, state, or local laws;
  - h. No partials will be accepted for credit; with the exception of the States that regulate returned goods. Partial goods include broken safety seals either inside or outside of each package/container;
  - i. Free items;
  - j. Products discontinued for more than six (6) months;
  - k. Items purchased at a special price or a reduced cost as part of a one time buy-in offer;
  - l. Items for which proof of purchase cannot be verified;
  - m. Items returned outside of this policy;
  - n. Items returned without prior approval;
  - o. Items purchased from any source other than FH2; or its Authorized Distributors of Record.
  - p. Repackaged items;
5. Credits.



- a. FH2 reserves the sole right to determine whether items qualify for credit. FH2' determination of the physical count of the returned Products will be final.
  - b. All approved returns shall result in credits for future purchases. There will be no refunds.
  - c. Any and all credits provided pursuant to this Policy are only valid if redeemed within one hundred and eighty (180) days of issuance. Any and all credits that are not redeemed within one hundred and eighty (180) days of issuance shall be null and void.
  - d. Credit or refund will be issued directly to the Customer within sixty (60) days after the receipt of an approved return. Unauthorized deductions for returned merchandise will not be accepted.
  - e. All products must be returned to FH2 to be considered for credit. Disposal/Destruction Certificates are not acceptable for credit purposes.
6. Transportation Charges. FH2 will cover transportation expenses for Product shipped in error by FH2, provided that FH2 is notified within ten (10) working days of such error. All other returns shall be made at the Customer's expense. It is recommended that Customers insure all return goods. FH2 will not be responsible for shipments lost in transit.
7. Credit Value. Credit value will be calculated at WAC at the time of purchase, less any promotional credits, discounts and/or shelf stock adjustments associated with the returned Product, unless purchased at contract prices offered by FH2.
8. Miscellaneous.
- a. Ineligible items cannot be returned to the Wholesaler/Customer and will be destroyed with no credit being issued.
  - b. Returns classified as Wholesaler/Customer error may be subjected to a handling fee.
  - c. By returning Products, you authorize FH2 and/or its designee, as your agent, to destroy, without payment or other recourse, any returned Product.



- d. Customer is *not* permitted to charge FH2 any processing or shipping fees for return Product.
- e. FH2 reserves the right to modify this policy without notice and reserves the right to make exceptions for extenuating circumstances.
- f. FH2 further reserves the right to destroy without notification, credit, exchange, or return to customer, any merchandise which does not conform to this policy.