# Returned Goods Policy for BioComp Generic Products

*Unless otherwise required by regulation or law.*

**The following Returned Goods Policy ("Policy") of BioComp Pharma, Inc. ("BioComp") applies to generic products of BioComp that are sold directly by BioComp to a buyer that thereafter seeks to return such BioComp products in compliance with this Policy, which products must contain the BioComp labeler code of 44523.**

**Excluded Products**

The products that are excluded from this Policy are (i) any BioComp products that were purchased by a buyer from any person or entity other than directly from BioComp, such as but not limited to a wholesaler, distributor or group purchasing organization ("GPO"); (ii) any BioComp products that qualify as "Non-Returnable Goods" under this Policy; and (iii) any products sold by BioComp that do not contain the BioComp labeler code of 44523.

**Products Eligible for Return**

The products that are eligible for return under this Policy are only the BioComp generic products sold by BioComp directly to a buyer in the United States or Puerto Rico that is thereafter seeking to return such BioComp product(s), which BioComp products must also satisfy the following additional requirements: (i) the product must be unexpired product within six (6) months prior to the expiration date on the product label or expired product so long as the return of such expired product occurs not more than six (6) months after the expiration date on the label of such product; (ii) the product must be in original and unopened packaging (i.e., unopened bottles, tubes, etc.); (iii) the product must include a legible lot number and expiration date thereon; (iv) the buyer returning the product must obtain a return authorization approval from Inmar Company as described hereinbelow in the section entitled "How to Return Eligible Products"; (v) the buyer must both return the subject product(s) in the manner as described in greater detail in this Policy and make a claim for return credit to BioComp within the period that is within one (1) year immediately following the expiration date stated on the product package; (vi) the product(s) must not be subject to any of the conditions set forth in this Policy under the section entitled "Non-Returnable Goods"; and (vii) the minimum value of such product return must exceed $100. In the event that the product expiration date as shown on the product packaging is stated in a month/year format, then such product expiration date will be deemed to be the last day of such month. Submission of a product return claim by any buyer does not guarantee such buyer will receive credit for the returned product. BioComp reserves the right to reject product return claims in the event any of the requirements in this Policy are not met.

**How to Return Eligible Products**

The BioComp products that are eligible for return under this Policy may be returned by the buyer that purchased such BioComp products directly from BioComp after such buyer first obtains a product return authorization approval from Inmar Company ("Inmar"), which is BioComp's agent to handle and process the return of BioComp products, in the manner as described in greater detail in this Policy, within the period that is one (1) year immediately following the expiration date stated on the subject product package. BioComp will not pay for, nor reimburse any buyer for, any transportation costs, handling fees, processing fees, or any other costs, expenses or fees relating to any returned products, and all buyers are prohibited from deducting from any payment to BioComp any such costs, expenses or fees relating to the returned products.

All buyers of BioComp products must contact Inmar as follows to obtain the product return authorization, the required labels and other information from Inmar for the buyer to return the subject BioComp products to Inmar: (i) Inmar website - https://www.clsnetlink.com/; (ii) Inmar email - rarequest@inmar.com; (iii) Inmar fax – 817-868-5343; or (iv) Inmar telephone – 800-967-5952. All buyers returning BioComp products to Inmar must also ensure that a debit memo number is provided by Inmar for each product return request and such debit memo number must be subsequently provided by the buyer to BioComp in a timely manner in conjunction with any

request by the buyer for a return credit from BioComp. To receive a return credit from BioComp, all eligible product returns must be shipped on a pre-paid basis to Inmar Company, 3845 Grand Lakes Way, Suite 125, Grand Prairie, Texas 75050. Any discrepancies with regard to the quantity of units returned/submitted to Inmar should be resolved between Inmar and the respective buyer returning such products to Inmar. BioComp will not be responsible for charges incurred by buyers using other return facilities other than Inmar, nor will BioComp issue return credits for products returned to facilities other than Inmar.

The BioComp products that are eligible for return under this Policy may be returned by the buyer shipping such products to Inmar in a safe, secure and reliable manner, and in compliance with all applicable federal, state and local laws, regulations and statutes. It is the responsibility of the buyer returning eligible products to securely package all returned products to prevent breakage during transit and otherwise comply with laws and regulations applicable to the packaging, shipping and transport of returned products. Inmar's acceptance of damaged, broken, wet, and/or leaking shipping containers damaged before or during shipment shall in no way obligate BioComp or Inmar to reimburse the buyer for the subject returned products. BioComp recommends that all buyers insure all shipments of returned products.

**Non-Returnable Goods**

The following items may not be returned for credit under this Policy and shall be deemed "**Non-Returnable Goods**":

1. Any BioComp product that was purchased by a buyer from any person or entity other than directly from BioComp, such as but not limited to product purchases from a wholesaler, distributor or GPO.
2. Any product that does not have the BioComp labeler code of 44523 as listed in the first section of this Policy.
3. Any product for which a return authorization approval has not been obtained from Inmar.
4. Any product repackaged other than in BioComp's original packaging/label, such as but not limited to using third-party packaging materials.
5. Any product that has been dispensed to a patient.
6. Any product sold or provided on a non-returnable basis, marked as non-returnable, professional sample, free goods or with similar markings or special label.
7. Any product damaged by insurable events such as fire, smoke, etc. or involved in salvage, bankruptcy or fire sales.
8. Any product that is damaged and/or deteriorated (i) outside of BioComp's control and (ii) after the buyer is responsible for the product shipment (i.e., products affected by improper customer storage or handling).
9. Unless required by federal or state law, partially or fully open packages, or packages from which labels have been removed or defaced in any manner, including but not limited to patient and/or prescription labels and products that are returned by patients as part of a take back disposal program.
10. Any product sold, purchased or distributed contrary to federal, state or local law.
11. Any product purchased for federal and state governmental customers for stockpiling purposes (i.e., such sales shall be final and non-returnable).
12. Overstock merchandise in a buyer's inventory.

**Note**: Products not eligible for return and credit can be sent to Inmar for disposal and destruction at the sole cost and expense of the returning buyer; however, no credit will be issued for such products unless state or local law requires otherwise. Any Inmar fees or charges for the processing, disposal, destruction and other disposition of such product(s) shall be borne solely by the buyer of such product(s). Additionally, any products that are Non- Returnable Goods returned to BioComp may be processed by BioComp for which the buyer returning such product shall be liable for the processing, disposal, destruction and other disposition costs and fees incurred by BioComp and such products will not be returned to the buyer.

**Valuation of Eligible Product Returns**

1. For buyers that return BioComp products in accordance with this Policy, a credit will be issued based upon the lower of (i) the net purchase price of the product at the time the returned product is received by Inmar or (ii) the invoice price of the product at the time of original purchase of such product by the buyer directly from BioComp. If BioComp is unable to locate a price for the returned product, then BioComp reserves the right to use the then current price of BioComp for such product(s).

2. For buyers that purchase BioComp products from a person or entity other than BioComp, such as but not limited to a wholesaler, distributor, GPO or otherwise, then the buyer will need to seek a credit from such third party from whom the buyer purchased such BioComp product.

3. Credit will be issued by BioComp in the form of a credit memo only.

4. Information (credit memos) can only be provided to the entity to which the credit was issued. It cannot be shared. Only products purchased directly from BioComp are eligible. Regardless of any third party authorizations, no information will be supplied and no amounts will be communicated to anyone else.

**Miscellaneous**

1. BioComp reserves the right to verify all product returns to make certain that they conform to this Policy.

2. BioComp reserves the right to promptly destroy any returned products whether or not such products are eligible for credit or exchange.

3. BioComp requires proof of purchase source of all products returned for credit or exchange.

4. Transportation charges, including insurance, are the sole responsibility of the buyer.

This Policy is subject to change by BioComp at any time and without prior notice.