	Document Title	Return Goods Policy		
	Document Number	PP-POL-00001		
	Version Number	4	Effective Date	Jan 30, 2020

## Provell Pharmaceuticals, LLC. – Return Goods Policy

Provell Pharmaceuticals, LLC (“PROVELL”) utilizes UPS Supply Chain Solutions (“UPS”) and incurs the costs for processing and destruction of Products returned to UPS. PROVELL will not assume responsibility for charges incurred by customers using other return companies or wholesalers for processing and destruction, unless specifically agreed to by PROVELL and Customer in a separate agreement.

### Section 1 - IMPORTANT STEPS FOR RETURN PROCESSING:

1. Contact Provell’s Customer Service Center at (844) PROVELL (844-776-8355) – Returns Department to obtain your **Return Authorization Number**;
2. **Complete the Return Materials Authorization Form** in its entirety ([see Appendix 1](#)): (NDC #; Product Description; Quantity; Batch/Lot Number\*; Reason for Return; Product Expiration Date; Wholesaler Distributor Name/Address (if applicable); Customer’s Name, Address, Phone Number)

\*If available

### Section 2 - RETURNABLE ITEMS ELIGIBLE FOR REIMBURSEMENT:

A Product qualifies for reimbursement under the following conditions: (unless otherwise specifically agreed to by Provell and Customer in a separate agreement):


- a. **Direct** Contract: Customers with a direct purchase contract with PROVELL may return for reimbursement any Product(s) purchased directly from PROVELL;
- b. **Indirect** Contract: Customers with an indirect purchase contract with PROVELL must return for reimbursement any Product(s) purchased from Provell to their respective wholesaler. This ensures that the respective customer receives the appropriate credit from their supply source;
- c. It is returned to UPS for processing;
- d. It is a PROVELL labeled Product distributed through PROVELL and is returned undamaged in a full, unopened, sealed case or folding box (damages to Product in transit, and concealed damages unknown to customer at time of the shipment, will be accepted as a return); and
- e. Expired Product with less than six (6) months of dating and not to exceed the expiration date by more than twelve (12) months.
- f. Provell may accept other returns at its sole discretion with prior approval;

Additional rules may apply based on the governing laws of the customer’s jurisdiction.

### Section 3 - RETURNABLE ITEMS, NOT ELIGIBLE FOR REIMBURSEMENT:

The following may be returned, but will not be reimbursed (unless otherwise specifically agreed to by Provell and Customer in a separate agreement – **except for any return that does not comply with the DSCSA requirement passed in November 27, 2013 and enacted by Congress**):

- a. Products with more than six (6) months prior to their expiration date, and Products that are more than twelve (12) months past their expiration date;
- b. Overstock;
- c. Product dispensed to a patient unless the Product is recalled;

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- d. Products damaged by Customer negligence, water, fire, smoke or other insurable events;
- e. Products involved in salvage, bankruptcy or insolvency proceedings;
- f. Partial quantities (i.e. anything less than a full folding box, <30 tablets)
- g. **Product missing any verifiable Serialized data (i.e. Product GTIN including individual Serial Number according to DSCSA Compliance Standards)**

#### Section 4 - ADDITIONAL TERMS AND FEES ASSOCIATED WITH PROVELL RETURN POLICY:


- a. Please contact Provell's Customer Service Center (UPS) at 844-PROVELL (844-776-8355) or via email at [ProvellCS@ups.com](mailto:ProvellCS@ups.com) for return instructions.
- b. Customers that purchase any Product directly from PROVELL will receive reimbursement for all returns directly from PROVELL Customer Support Center (UPS). See Section 5 (*Valuation and Reimbursement*) for further details.
- c. PROVELL does not pay fees, such as processing charges, in connection with the return of any Product, except in the case of recalled Products, unless specifically agreed to between PROVELL and Customer per a separate agreement.

#### Section 5 – VALUATION and REIMBURSEMENT

1. Credit will be issued at the WAC price in effect at the time the last unit of the product was sold for that specific lot number being returned or, if a valid contract providing the purchase price of the product exists between PROVELL and the returning customer or its agent, at the lower of (i) WAC at the time the last unit of the product was sold for that specific lot number or (ii) the contract price at the time of the return<sup>1</sup>.
2. For each debit memo received by PROVELL, credit will be issued to customers purchasing directly from Provell in the form of a credit memo. Customers that purchased a product from PROVELL via an indirect contract, should reference [Section 2b](#) above for further instructions.
3. Credit Memos for Direct Customers will be processed within thirty (30) days of Customer's Debit Memo Date.
4. PROVELL shall have the right to destroy and/or return to their CMO any returned product, regardless of whether eligible for credit.
5. To ensure that the appropriate value can be determined, PROVELL requires the following detail from each returning entity:
  - a. Wholesaler/Retailer Name;
  - b. Debit memo date, number and amount;
  - c. Return Materials Authorization as provided by Provell's Customer Service Team (UPS);
  - d. Returning facility details including: facility name, address, city, state, zip code;
  - e. Product details included as required per the Return Materials Authorization Form ([See Appendix 1](#))
  - f. Reason for Return
6. Product must be segregated by debit memo.

If the required information noted above is not provided, and credit amount cannot be determined, then the parties will work together in good faith to determine an appropriate value for the returned goods. Otherwise no credit will be issued.

<sup>1</sup> In certain circumstances where the contract price has only recently changed, the current contract price may not as yet have been loaded into the return goods vendor's system; in such case, credit will be given at the most recent customer price on record.

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For customers returning through other third-party processors, PROVELL will not issue credit if the third-party processor does not provide the required information noted above and ship product to UPS.

## Section 6 - LOCATION FOR ALL PRODUCT RETURNS:

- All types of product returns must be sent to UPS for processing and destruction. Credit memos will be issued per PROVELL terms as noted herein ([Section 5](#)) unless notified by customer, with copy of, or citation to, the applicable statute/regulation, that state or local law requires otherwise.
- The shipping address for product returns is:

**UPS**  
**C/O Provell Pharmaceuticals, LLC**  
**2260 Outer Loop**  
**Louisville, KY 40219**


## Section 7 - DAMAGED & SHORTAGE CLAIMS

FOR DIRECT CUSTOMERS ONLY, in the event that a product is damaged upon delivery, the customer is responsible for the following:

- Contacting Provell Pharmaceuticals Customer Service Center (UPS) via email [ProvellCS@UPS.COM](mailto:ProvellCS@UPS.COM) or telephone at (844) PROVELL (844-776-8355) to obtain your Return Materials Authorization.
- Noting any visible damages or shortages on the bill of lading or receiving document upon receipt of product.
- If requested by PROVELL, providing photographs of damaged product for investigation purposes and emailing them to Provell Customer Service via email (PROVELLCS@UPS.COM)
- Reporting visible claims within 10 days of receipt of product or within a commercially reasonable period.
- Reporting concealed damages and shortages within 30 days of delivery or within a commercially reasonable period.
- Where loss, shortage, breakage, leakage, or other damage has occurred in transit, customer agrees to cooperate fully with PROVELL's Customer Service department to establish a claim against the transportation company. Request for credit submitted without appropriate documentation will be denied.

## Section 8 – ADDITIONAL TERMS AND CONDITIONS OF RETURN GOODS POLICY

- Provell's Sales Representatives/Account Executives are not authorized to accept the return of any product, to approve, or authorize the return of any product, or to change any term or condition of this policy.
- This policy supersedes all previous PROVELL return goods policies and is subject to change at any time.
- The provisions of any policies and terms of shipment issues by any customer or third-party returns processors shall not apply to returns of products to PROVELL or UPS. Only this policy shall apply to such returns.
- Any exceptions to this policy are within PROVELL'S sole discretion.
- **Return processing will remain open for 90 days from issue date of the Return Material Authorization form. Any returns submitted after the issue date of Return Authorization will not be accepted or processed.**

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### Appendix 1 – RETURN AUTHORIZATION FORM


As stated in Section 1 above, Provell requires the following information to process all return requests. *Please complete the following form in its entirety to process your return.* Completed forms can be sent to Provell's Customer Service Center (UPS) at [PROVELLCS@UPS.COM](mailto:PROVELLCS@UPS.COM) referencing the Return Authorization Number in the subject field of the email.

\*\*\*PLEASE CONTACT PROVELL Customer Service Center Toll-Free Number: (844) PROVELL (844-776-8355) FOR 'RAN'\*\*\*

<b>Return Authorization No. (RAN)</b>	
<b>Date:</b>	
<b>NDC #(s) of Returned Product(s):</b>	
<b>Serialized Information (Case/Box)</b>	
<b>Product Description:</b>	
<b>Batch/Lot Number:</b>	
<b>Product Expiration Date:</b>	
<b>Quantity Returned:</b>	
<b>Reason for Return:</b>	
<b>Wholesaler/Distributor Name: (if applicable)</b>	
<b>Wholesaler/Distributor Address: (if applicable)</b>	
<b>Customer Name:</b>	
<b>Customer Address:</b>	
<b>Customer Phone:</b>	
<b>Customer Email:</b>	
<b>Signature:</b>	

\*\*\*PLEASE COMPLETE FORM IN ITS ENTIRETY – INCOMPLETE FORMS WILL NOT BE ACCEPTED\*\*\*

**ATTACHMENTS ALLOWED IF ADDITIONAL SPACE IS NEEDED TO COMPLETE A RETURN**

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## Appendix 2 – ACKNOWLEDGEMENT

*I hereby acknowledge the above referenced Return Goods Policy of Provell Pharmaceuticals and its respective terms and conditions. Unless otherwise agreed to by both parties (i.e. Customer) and Provell, the terms and conditions of this Return Goods Policy apply in its entirety.*

<b>Customer (Account) Name:</b>	
<b>Customer Contact Name:</b>	
<b>Customer Signature:</b>	
<b>Date:</b>	