

US RETURNED GOODS POLICY

June 1, 2020

This Returned Goods Policy (this “Policy”) applies to all of Almirall, LLC (“Almirall”) products (“Products”). Almirall reserves the right to deny credit for returns sent to anyone other than Almirall. Almirall will only accept the return of Products for consideration of credit or refund, if applicable, pursuant to the terms, conditions and limitations set forth in this Policy. Any such credit or refund will be issued directly from Almirall.

Requests for Return Authorizations

Almirall may be contacted by telephone at 866-665-2782 in order to obtain return instructions, a shipping label and a Return Goods Authorization (“RGA”).

The RGA must be completed to include the following information:

- Each item returned / NDC number
- Description of Product
- Quantity of Product
- Lot Number
- Reason for the return
- Customer debit memo number
- Party from whom Products were purchased

Submission of the RGA does not constitute Almirall’s acceptance for credit.

The package size, lot number and lot expiration date will be obtained and verified by Almirall after receipt. In the event the package expiration date is stated in month/year format, expiration date will default to the last day of the month.

Products Eligible for Return

All Products must have been purchased directly from Almirall or an agent authorized by Almirall to sell Products and all Products must be returned directly to Almirall. Products purchased indirectly through unauthorized third parties and/or returned to wholesalers or distributors, regardless of how they were purchased, shall not be eligible for return credit or refund. Products that have been purchased from sources outside of the United States or through unauthorized agents will not be considered for credit or refund. In addition, Almirall reserves the right to refuse credit when returned through alternate channels.

Almirall reserves the sole right to determine whether items qualify for return, credit or refund. Almirall’s determination of the physical count of the returned Products will be final. By returning Products, you authorize Almirall as your agent to destroy, without payment or other recourse, any returned Product.



For purposes of this Policy, returns will be accepted for credit or refund only in cases where the Product constitutes Authorized Product or Expired Product as defined below.

A return will be considered “**Authorized Product**” if it meets the requirements under either 1) or 2) below:

- 1) A Product is recalled by Almirall. Any such Product should be returned separately from Expired Product as stated on the recall mailing notice.
- 2) An incorrect/damaged shipment of Product has been identified by the customer or by government customers and reported to Almirall Customer Service 866-665-2782 within 15 business days. Almirall will review any such reports and notify the customer when such Product is authorized for return.

A return will be considered “**Expired Product**” if it meets ALL of the following requirements:

- Returned in the original labeled package
- Lot number and expiration date are legible
- Product is returned no more than 90 days prior to the expiration date
- Product is returned no more than 12 months after the expiration date

For government customers, freight for Authorized Product returns and Expired Product returns will be paid by Almirall.

Almirall will credit non-dispensed Partial Returns, limited to “**Expired Product**” returned for which the bottle or container has been opened and some but not all of the number of items (i.e., pills, capsules) are contained in the container (a “Partial”), as follows except where applicable, consistent with state law requirements:

- o Tablets/Capsules – will be determined based on the count returned unless differently agreed by contract with the wholesaler.
- o Solutions – will be determined based on the numbers of full vials remaining within the pack except if differently agreed by contract with the wholesaler.

Almirall will not accept for credit or refund Products which:

- are not Expired Products or Authorized Products;
- are unlabeled, partially labeled or the lot and expiration date are not legible;
- have been purchased at sacrifice, fire or bankruptcy sales;
- were damaged by improper storage, by fire, or from smoke or water resulting from fire;
- was involved in a salvage, flood or earthquake
- were sold on a non-returnable basis;
- are overstocked items;
- have been donated;
- have been returned to an Almirall Distribution Center without prior approval including a Return Goods Authorization number;



- are private-labeled or re-labeled
- has been repackaged, including prescription bottles with readable customer labels
- was dispensed to a patient

Except where required by applicable state law, no return payment will be made for partial liquids, powders, suspensions, creams, lotions, ointments and gel.

Issuance of Credits and Refunds

Direct customers are only eligible for credit to be applied against outstanding account activity.

Credit value for **Authorized Product** will be calculated at the lowest wholesaler acquisition cost (“WAC”) price of the applicable Authorized Product(s), less any promotional credits or shelf stock adjustments associated with the lot number of the returned Authorized Product(s) unless purchased at contract prices offered by Almirall.

Credit value for **Expired Products** will be calculated at the lowest WAC price of the applicable Expired Product(s), less any promotional credits or shelf stock adjustments associated with the lot number of the returned Product unless purchased at contract prices offered by Almirall.

Any credit or refund issuable to a customer will be issued directly to the customer within 60 days after receipt of an approved return. Any and all credit issued pursuant to this Policy must be redeemed within one year of issuance in order to be valid. Unauthorized deductions for returned merchandise will not be accepted.

All Products should be returned to the following address (or at such other address as Almirall may designate in writing):

Almirall, LLC
c/o Eversana
4580 Mendenhall
Memphis, TN 38141
866-665-2782

Third Party Destruction/Reclamation Statement

Almirall does not participate in customer-initiated third party reclamation and destruction programs. Almirall Products, including Products marketed under Almirall, LLC, labels must be returned to Almirall.

If you wish to utilize a third party to sort your Almirall Products, you will assume any and all expenses. In order for Products to be considered for credit, third parties must adhere to the terms of this Policy.