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## **RETURN GOODS POLICY**

Effective September 2015

Hikma Specialty USA Inc. ("HS") is committed to excellence in customer service and satisfaction. This Return Goods Policy of Hikma Specialty USA Inc. applies to any product sold in the U.S. Should you need to return goods, please **request a Return Authorization ("RA") from HS directly** at 800-631-2174 or via email: [GMB-SPS-ReturnRequests@cordlogistics.com](mailto:GMB-SPS-ReturnRequests@cordlogistics.com). HS reserves the right to deny credit for returns sent to reverse distribution vendors other than **Cardinal 3PL**. HS will only accept the return of product for consideration of credit or refund, if applicable, under the following conditions and limitations:

### **RETURN DESIGNEE**

- All RA requests should include invoice/debit memo, contact name and email, product name and description, NDC #, lot #, expiration date, quantity requesting to be returned, and reason for return. Requests for credit on a damaged product or shipment must include a picture of the damage.
- All eligible HS returns should be sent to: **Cardinal 3PL**. To ensure reimbursement, all returned product must be accompanied by the RA form and shipped pre-paid to:

**Hikma Specialty USA Inc.**  
**Attn: Returns Department**  
**15 Ingram Blvd, Dock 43**  
**LaVergne, TN 37086**

- Submission of the return product does not constitute HS acceptance for credit. The package size, lot number and lot expiration date will be obtained and verified after receipt of Product at Cardinal 3PL. In the event the package expiration date is stated in a month/year format, expiration date will default to the last day of the month.
- All third party return processors must contact HS for RA. Third party processors must comply with all requirements of HS Return Goods Policy. HS will not pay or reimburse any service fees to the purchaser or third party return processor, e.g. handling, processing, or freight charges incurred, etc.

### **RETURNABLE PRODUCT**

- Authorized expired product, which shall be defined as product returned within 6 months prior to the expiry date, or within 12 months thereafter, in full and unopened containers with a HS label and purchased directly from HS and returned directly to Cardinal 3PL.
- Recalled product, returned separately from expired Product as stated on the recall notice, which is returned directly to Cardinal 3PL.
- Products shipped in error on the part of HS or damaged products with a HS label, which are purchased directly from HS, provided that the RA request is made within five (5) business days of receipt for non-controlled substances or within one (1) business day of receipt for controlled substances.
- Recalled product, returned separately from expired Product as stated on the recall notice, which is returned directly to Cardinal 3PL.

**NON-RETURNABLE PRODUCT**

- Partial units, except where mandated by state statute, i.e., Georgia, North Carolina and Mississippi
- Products that are any of the following: Private Label, contract manufactured, repacked, provided at no charge or as a promotional sample, donated, in-date overstock, not purchased directly from HS, or sold as short-dated.
- Products damaged due to insurable causes such as fire or natural disasters or products involved in distressed, sacrifice, fire or bankruptcy sale
- Products damaged/deteriorated due to improper handling or storage by the customer.
- Returns made thirty (30) days or more after the date of the RA.
- Products purchased or distributed contrary to federal, state or local laws.
- Product sold to any City, County, State and/or Federal entity for the purpose of stock piling directly by HS or through an authorized distributor of record.

**TRANSPORTATION**

- Transportation charges, including prepaid freight and insurance are the responsibility of the customer except when due to a HS error, as determined by HS and must be sent via traceable shipping. HS is not responsible for shipments lost in transit.

**CONDITIONS FOR CREDIT**

- Returnable product received and verified by Cardinal 3PL or destroyed by customer's agent with prior HS approval within 30 days of RA receipt with a valid RA number are eligible for credit.
- In situations where an authorized wholesaler is returning product on behalf of a third party, credit will not be issued until an offsetting reverse chargeback is issued by the wholesaler to HS.

**VALUATION OF RETURNS**

- Credit value will be calculated at the lowest net price, less any promotional credits including, but not limited to, shelf-stock adjustments, rebates, admin fees, or off-invoice discounts associated with the lot number of the returned product.
- Credit will be issued in the form of a credit memo only. HS will not accept deductions on cash remittances due from invoices in anticipation of credit. Credit must be taken within one year of date of issue or credit will be void.

**TERMS OF RETURN GOODS POLICY**

- HS reserves the right to refuse credit when returned through parties other than Cardinal 3PL.
- All returns are subject to review by HS, and issuance of an RA number does not guarantee credit. HS reserves the sole right to determine whether items qualify under this policy for return, credit or refund. HS' determination of the physical count of the returned Products will be final. By returning Products, you authorize HS and its designee as your agent to destroy, without payment or other recourse, any returned Product.

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- Any and all credits provided pursuant to this Policy are only valid if redeemed within one year of issuance. Any and all credits that are not redeemed within one year of issuance shall be null and void.
  - Credit or refund will be issued directly to the customer within sixty (60) days after receipt of an approved return. Unauthorized deductions for returned merchandise will not be accepted.
  - HS reserves the right to require proof of purchase source on all merchandise returned for credit or refund.
  - Non HS product returned with HS product will not be the responsibility of HS. HS reserves the right to charge customers for cost incurred to process, and destroy this product. Product will not be returned to the customer.
  - This HS Returns Goods Policy supersedes all previous policies and HS reserves the right to amend this statement of policy at any time without prior notification.
  - There are sections of this policy that may pertain to claim submission.