

## **RETURNED GOODS POLICY**

Subject to the conditions below, Théa Pharma Inc. (“Théa Pharma”) accepts returns of its pharmaceutical products, but only (i) from parties purchasing product from Théa or through an authorized distributor of record of Théa for purposes of resale in the normal course and/or dispensing same to the general public, and (ii) if the product expiration date has passed or the product has less than six (6) months expiration dating remaining. However, in no event will credit be extended for product which is outdated by more than six (6) months.

### **DIRECT ACCOUNTS**

All returns must be accompanied by a Return Authorization. Products will not be credited without a Return Authorization and credit will only be issued if it is within the terms of the return policy. Return Authorization may be obtained by faxing your request to (414) 501-3136 or emailing your request to [customer.service@theapharma.com](mailto:customer.service@theapharma.com). Return Authorizations will expire sixty (60) calendar days from issue date.

### **INDIRECT/NON-DIRECT ACCOUNTS**

For all non-direct account returns, Théa requires that the account indicate from which authorized distributor the product was purchased. Théa further reserves the right to request proof of purchase in the form of an invoice that identifies the name of the supplier, which is (or was at time of purchase) an authorized distributor of record of Théa, and the quantity and date of the purchase. Returned product that does not meet these requirements will be destroyed and no credit will be extended. Credits expire one-hundred eighty (180) days from date issued. Returns must be prepaid by customer.

### **THIRD PARTY REVERSE DISTRIBUTORS**

For retail returns sent to Third Party Processors, credit will be issued to the associated wholesaler at the time of purchase. Reimbursement request must be accompanied by debit memo or a copy of original invoice for purchase of the product requested for return. Credit will be based on the acquisition cost purchased directly with Théa. Credits expire one-hundred eighty (180) days from date issued. Théa is not responsible for any fees charged by a third-party reverse distributor.

### **RETURNABLE PRODUCT**

- Returns are only eligible for the Théa labeler code 82584 and attached items.
- Product with less than six (6) months remaining shelf life.
- Product must be in original manufacture container/packaging bearing the original manufacture label with all RFID tags, 2D bar codes or other tracking elements as defined by State and Federal legislation for serialization tracking.
- Product must have legible lot number, expiration date and serial number.
- Concealed damage claims made within five (5) business days of receipt. These claims must be made in writing and sent to Théa Pharma’s Customer Service Department at [customer.service@theapharma.com](mailto:customer.service@theapharma.com).
- Product received in error must be reported to Théa Pharma’s Customer Service in writing within five (5) business days of receipt. Customer Service will issue specific instructions on returning Product.
- Product received damaged in shipping must be accompanied by a signed Bill of Lading (BOL) noting damage and must be reported to Théa Customer Service in writing within five (5) business days of receipt. Customer Service will issue specific instruction on returning Product.
- All products must be returned to Théa Pharma in order to be considered for credit.

## **NON-RETURNABLE PRODUCT**

- Product without a valid Return Authorization.
- Product with wrong Debit Memo/Return Authorization attached to the return.
- Product with stickers, marked, coded, dated, damaged, soiled or adulterated in any way.
- Product missing RFID tags, 2D bar codes or other tracking elements as defined by State and Federal legislation for serialization tracking.
- No partials will be accepted for credit (must be full item) unless mandated by state regulations.
- Product purchased on a non-returnable basis.
- Product damaged or deteriorated due to conditions beyond manufacturer control, such as improper storage or handling (e.g., heat, stored under improper conditions or exposed to fire, smoke or water).
- Product not in original sealed container or repackaged.
- Product with a prescription label.
- Product with six (6) months or more of remaining shelf life.
- Product that is more than six (6) months past the expiration date noted on package/container.
- Product involved in distressed, sacrifice, fire or bankruptcy sale.
- Product received with concealed damage not reported within five (5) business days.
- Product received in error or damaged in shipping; a) if not reported within five (5) business days of receipt, b) reported within this period but not returned within fifteen (15) calendar days or c) not accompanied by a signed Bill of Lading noting the damage.
- Overstock, unless approved in writing by Théa Pharma. Overstock will be credited at net acquisition cost.
- Products destroyed off-site or that have not been returned to Théa Pharma.
- Incorrect or other manufacturer products will not receive credit and will not be returned to sender. Product will be destroyed.
- AcellFX amniotic membrane (all sizes), sponges and forceps.

**Any deduction received as a result of a delay of processing due to the following will be treated as an unauthorized deduction:**

- Missing product as a result of multiple shipments of the same Debit Memo/Return Authorization
- Wrong Debit Memo/Return Authorization attached to the return.
- Debit Memo and Return Authorization not attached to the individual product return.

Sales Representative are not authorized to accept any product or to approve the return.

## **PROCEDURE FOR RETURNING PRODUCT AND RECEIVING CREDIT**

### **RETURNING PRODUCT**

Return Authorization may be obtained by faxing your request to (414) 501-3136 or emailing your request to [customer.service@theapharma.com](mailto:customer.service@theapharma.com). All Customers must follow these instructions to be eligible for credit. Required information provided for request and on a packing list:

- NDC Number
- Product Name
- Strength
- Lot Number
- Expiration Date
- Quantity

- Reason for return
- Debit Memo Number (if applicable)
- Return Authorization number must be on all packages within the shipment
- Name, address, and phone number of facilities returning product
- Wholesaler name and address (if applicable)

Théa Pharma will destroy any Product return that does not have the required information and no credit will be issued for such Product.

Théa Pharma reserves the right to deny credit for any returned Product that does not comply with these instructions.

## **AUTHORIZATION FOR RETURN PRODUCTS**

Prior authorization from Théa Pharma is required for all returns. The Return Goods Authorization (RGA) number must be displayed on the shipping carton containing return product. For authorization submit request via fax at (414) 501-3136 or email: [customer.service@theapharma.com](mailto:customer.service@theapharma.com).

## **DATING OF RETURNABLE GOODS**

Time frame: From six (6) months prior to expiration date up to six (6) months after expiration date noted on package/container.

## **CONDITIONS REQUIRED TO RECEIVE CREDIT**

A valid Return Goods Authorization (RGA) number must accompany all returns for proper credit. Théa will not reimburse fees due to processing, third party returns, destruction charges, shipping costs or processing fees.

All returns are subject to review by Théa Pharma. Issuance of an RGA number does not guarantee credit. Credit issuance is dependent on confirmed receipt, review, and validation of returned goods by Théa Pharma or Théa Pharma contracted return facilitator. Partial product returns will not receive any credit. RGA Numbers are valid for sixty (60) calendar days from issuance. Expired RGA numbers will be considered invalid, and no credit will be issued.

No credit will be issued for return goods received without a valid RGA number. Unauthorized return goods will be destroyed without notification. Products returned must match active RGA for credit, including lot number. Credit will not be issued if the lot number or expiration date is missing, covered or unreadable.

All products must be returned to Théa Pharma or agent of Théa Pharma within sixty (60) calendar days of issuance to receive credit. Products that have been destroyed by customer or agent of customer will not receive credit. Return freight fees are the responsibility of the customer or agent of the customer except when error is due to Théa Pharma.

Product must be in original, unopened, unaltered container to receive full credit. All pedigree components (i.e.: RFID tags, 2D bar codes or other tracking elements as defined by State and Federal legislation for serialization tracking) must match box to product. Credit will not be extended for product obtained illegally or that has been diverted or resold by an account pursuant to a special contract price.

Credit issued is based on price at time of original sale. Adjustments will be made for products purchased through buying groups and special deals/promotions. Théa Pharma has the final determination of credit

value. Third party returns processing will be issued credit. The third-party processor is responsible for disbursement of credit to whom they are the agent. Credit will be based on acquisition costs. Théa will not reimburse any miscellaneous fees (i.e.: handling, processing or freight charges).

Returns due to overstock require prior approval.

## **PRODUCT RETURNS BY THE FEDERAL GOVERNMENT**

Return Goods pricing for products returned by the Federal Government (under PHS or FSS pricing) when returned either through a wholesaler or directly, is the amount equal to the PHS or FSS price in effect for such product on the day it is received at Théa or approved third party processor. Product sold to any government stockpile program will not be accepted for return.

## **PROCEDURE FOR SHIPPING PRODUCT RETURNS**

Eligible returns must be shipped to the following address:

Théa Pharma, Inc.  
c/o Eversana  
4580 S. Mendenhall Rd.  
Memphis, TN 38141

All eligible products are to be shipped in a safe, secure, and reliable manner, and in compliance with all applicable federal, state and local laws, regulations and statutes.

Shipping charges for all shipments are to be prepaid by Customer. Shipments sent COD (collect on delivery) will be refused. Théa Pharma is not obligated to pay for charges incurred by Customer for return goods processing.

It is the Customer's responsibility 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 goods.

Broken product containers/bottles, without product present, are NOT to be shipped to Théa Pharma. If any are shipped to Théa Pharma, they will be disposed of and will not be credited.

In the case where Théa Pharma may receive broken product containers/bottles that occurred during shipment, Théa Pharma will accept damaged, broken, wet and/or leaking shipping containers. Such returns will be processed, but no credit will be issued. Théa Pharma's credit memo to Customer will indicate no credit due to damaged container.

The Théa Pharma Inc. Return Goods Policy is subject to change at any time and without prior notice to other parties.

**Product Available for Return**

<b>Label Name</b>	<b>NDC</b>	<b>Size</b>
AKTEN <sup>®</sup> (lidocaine hydrochloride ophthalmic gel) 3.5%, 1 mL	82584-792-01	1mL
AKTEN <sup>®</sup> (lidocaine hydrochloride ophthalmic gel) 3.5%, 25 x 1 mL	82584-792-25	25X1mL
AzaSite <sup>®</sup> (azithromycin ophthalmic solution) 1%, 2.5 mL	82584-307-03	2.5mL
Betimol <sup>®</sup> (timolol ophthalmic solution) 0.5%, 5 mL	82584-002-05	5mL
Betimol <sup>®</sup> (timolol ophthalmic solution) 0.5%, 15 mL	82584-002-15	15mL
Betimol <sup>®</sup> (timolol ophthalmic solution) 0.25%, 5 mL	82584-001-05	5mL
COSOPT <sup>®</sup> (dorzolamide hydrochloride and timolol maleate ophthalmic solution) 2%/0.5%	82584-605-10	10mL
COSOPT <sup>®</sup> PF (dorzolamide hydrochloride-timolol maleate ophthalmic solution) 2%/0.5%	82584-604-30	4 pouches x 15 x 0.2mL
ZIOPTAN <sup>®</sup> (tafluprost ophthalmic solution) 0.0015%	82584-609-30	3 pouches x 10 x 0.3mL
AKTEN <sup>®</sup> (lidocaine hydrochloride ophthalmic gel) 3.5%, 1 mL	17478-792-01	1mL
AKTEN <sup>®</sup> (lidocaine hydrochloride ophthalmic gel) 3.5%, 25 x 1 mL	17478-792-25	25X1mL
AzaSite <sup>®</sup> (azithromycin ophthalmic solution) 1%, 2.5 mL	17478-307-03	2.5mL
Betimol <sup>®</sup> (timolol ophthalmic solution) 0.5%, 5 mL	76478-002-05	5mL
Betimol <sup>®</sup> (timolol ophthalmic solution) 0.5%, 15 mL	76478-002-15	15mL
Betimol <sup>®</sup> (timolol ophthalmic solution) 0.25%, 5 mL	76478-001-05	5mL
COSOPT <sup>®</sup> (dorzolamide hydrochloride and timolol maleate ophthalmic solution) 2%/0.5%	17478-605-10	10mL
COSOPT <sup>®</sup> PF (dorzolamide hydrochloride-timolol maleate ophthalmic solution) 2%/0.5%	17478-604-30	4 pouches x 15 x 0.2mL
ZIOPTAN <sup>®</sup> (tafluprost ophthalmic solution) 0.0015%	17478-609-30	3 pouches x 10 x 0.3mL
Dorzolamide HCl / Timolol Maleate Ophthalmic Solution 2%/0.5%	50383-261-61	4 pouches x 15 x 0.2mL
IYUZEH <sup>™</sup> (latanoprost ophthalmic solution) 0.005%	82584-003-30	6 x 1 pouch (5 x 0.2mL single use containers)