

## **RETURN GOODS POLICY**

### **EFFECTIVE JANUARY 1, 2025**

Hikma Pharmaceuticals USA Inc. (“Hikma”) Return Goods Policy (this “Policy”) applies to all Hikma labeled pharmaceutical products (“Products”) manufactured and/or distributed in the United States and its territories, commonwealths, and possessions (“Territory”). This Policy applies to Products from direct customers and distributors of Hikma, and indirect customers returning through the wholesaler pursuant to the original purchase from Hikma (“Customers”). Unless otherwise required by regulations, laws, or expressly agreed upon by the parties, this Policy applies to Products.

#### **CLAIM PREREQUISITES**

- In the specific event of either an overage, shortage, concealed shortage, damage, or incomplete shipment of Product (“Claims”), Customer shall contact Hikma’s Claims department within one (1) business day of identification of issue(s) and coordinate with Hikma on commercially reasonable efforts to reconcile shipment errors, including Transaction Information/Transaction Statement (TI/TS) data pursuant to the Drug Supply Chain Security Act (DSCSA).
- Claims may be denied in situations wherein Customer has not conducted commercially reasonable efforts to provide supporting documentation (e.g., serial numbers) to Hikma for the required Transaction Information/Transaction Statement (TI/TS) data.
- In the event of an EPCIS file failure, Customer shall contact Hikma’s serialization department within one (1) business day of identification of issue(s) and coordinate with Hikma on commercially reasonable efforts to reconcile errors, including Transaction Information/Transaction Statement (TI/TS) data prior to initiating any Request for a Return Authorization (“RA”).

#### **RETURN AUTHORIZATION PROCEDURE FOR EXPIRED PRODUCTS**

- RA and box labels may be made by any of the below methods through Hikma’s third-party reverse logistics processor, Inmar Intelligence (“Inmar”):
  1. Visit Inmar’s website at: <https://returns.healthcare.inmar.com>.
    - An uploaded PDF copy of your debit memo is required.
  2. E-mail the debit memo to: [rarequest@inmar.com](mailto:rarequest@inmar.com).
    - Must include: NDC#, Lot#, Expiration Date, and Unit Price for each item being returned.
  3. Fax your debit memo to Inmar at: 817-868-5343.
- All third-party return processors must contact Inmar for a RA using one of the above methods.
- Upon receipt of a RA and box labels, actual returns are to be forwarded to the processing facility at the following location:

**Inmar Intelligence**  
**3845 Grand Lakes Way, Suite 125**  
**Grand Prairie, Texas 75050**

- Questions related to returns of expired Products may be sent to: [expiredreturns@hikma.com](mailto:expiredreturns@hikma.com)

#### **RETURN AUTHORIZATION PROCEDURE FOR NON-EXPIRED RETURNS**

- “Non-Expired Returns” is defined as the return of Product for any reason other than expiration including Claims as defined herein.
- Any Claims must be adjudicated and resolved prior to receiving a RA.

- Email Hikma's Claims Department at: [usclaims@hikma.com](mailto:usclaims@hikma.com).
  - Include: NDC#(s), Lot #(s), Serial Number(s), Purchase Order Number, Quantity.
- For damaged Product, photos must be submitted.
- Hikma will send a RA, box label(s), and Call Tag(s).
  - Upon receipt, Products are to be forwarded to the processing facility as indicated on the RA.
- If Products are C-II controlled substances ("Controlled Products"), you will receive a DEA Form 222 from Inmar or Hikma.
  - DEA Form 222 must be included with Controlled Products.

## **RETURN AUTHORIZATION PROCEDURE FOR RECALLED PRODUCTS**

- For Recalled Product or market withdrawal Product, please refer to your directions as indicated on your Recall Response Form.
- Questions related to Recalled Products for Hikma can be sent to: [usrecall@hikma.com](mailto:usrecall@hikma.com).

## **PRODUCT RETURNS ELIGIBLE FOR REIMBURSEMENT**

Products eligible for reimbursement include the following:

- Authorized Expired Product, which is Product returned in full and unopened containers with a Hikma label, purchased directly from Hikma and returned directly to Inmar: (i) within six (6) months prior to; or (ii) within twelve (12) months after the expiration date.
- Recalled Product, as stated on a recall notice issued by Hikma, which is returned directly to Inmar after requesting and receiving an RA from Inmar.
- Products which are authorized Non-Expired Returns, purchased from Hikma, and returned due to Claims.

## **PRODUCT RETURNS INELIGIBLE FOR REIMBURSEMENT**

Products ineligible for reimbursement include the following:

- Product(s) returned: (i) earlier than six (6) months prior to the expiration date; or (ii) greater than twelve (12) months after the expiration date assigned to such Product.
- Partial units or containers, except where mandated by federal, state, or local laws.
- Any Product(s) not in their original, sealed, full, unopened, and unadulterated Hikma container including an inner pack, unit or vial with a non-saleable NDC.
- Private labelled, re-packaged, re-constituted, and/or contract manufactured Product(s).
- Product(s) sold by Hikma at no cost including, but not limited to, donations and samples.
- Product(s) sold as short-dated, close-out, special promotion, and/or sold as non-returnable.
- Product(s) not purchased directly from Hikma or the Customer's authorized distributor/wholesaler.
- Product(s) returned by an indirect Customer for which the distributor/wholesaler did not purchase the listed Product NDC and Lot# and/or Serial Number from Hikma.
- Any NDC/SKU in **Attachment A**.
- Product(s) with defaced or missing Hikma labels which do not clearly display the Product's expiration date, NDC, and/or valid Lot number.
- Product(s) damaged or deteriorated due to: (i) negligence; (ii) improper handling or storage by the Customer; or (iii) insurable causes such as fire, floods, and/or natural disasters.
- Customer overstocked Product(s) unless prior written approval from Hikma is received.
- Product(s) sold by Hikma Injectables Inc. d/b/a Hikma 503B which are not eligible for credit per Hikma 503B's Return Goods Policy.
- Product(s) purchased through a bankruptcy sale.

- Product(s) received by Inmar thirty (30) days or more after the date assigned on the RA.
- Product(s) purchased or distributed contrary to federal, state, or local laws.
- Product(s) sold directly by Hikma or through an authorized wholesaler or distributor of record to any city/municipality, county, state, and/or federal entity for the purpose of stockpiling.
- Product(s) purchased outside of the Territory.
- Product(s) purchased for future events including speculative purposes.
- Products destroyed and/or not received by Inmar, unless approved in writing by Hikma.
- Expired Product(s) with a returnable credit value of \$25.00 or less per debit memo, as determined by Hikma's pricing valuation.
- Expired Product(s) whose cumulative calendar year credit value has exceeded a one (1%) percent limitation based on Customer's prior calendar year's purchase value of all return eligible Products. Return value based on return credit dollars issued and includes both direct and indirect/third party Customer expired returns.

## **VALUATION OF EXPIRED RETURNS CREDIT MEMOS**

- For direct Customers, a credit will be issued based upon the lower of the current net invoice price at the time the Product(s) is received by Inmar -OR- the lowest net invoice price in the prevailing twenty-four (24) months -OR- lowest actual net price if able to be determined by Lot number and/or Serial number.
- For indirect Customers, a credit will be issued based upon the lower of the current net indirect price at the time the Products are received by Inmar -OR- the lowest net indirect contract price ("LNICP") in the prevailing twenty-four (24) months from the wholesaler. If Hikma cannot identify the LNICP for a Customer, then Hikma will use a predetermined indirect return price.
- Indirect returns will be credited to the wholesaler or distributor of purchase.

## **VALUATION OF NON-EXPIRED RETURNS CREDIT MEMOS**

- For Non-Expired Returns, including but not limited to Claims, a credit will be issued based on the net invoice price of the Product(s) as purchased.
- Hikma may reduce the credit value with a restocking fee of 20% of the net invoice price of the Product(s) if the cause of the return is due to no fault of Hikma.
- For recalled Product, current net sale price will be credited.

## **CREDIT MEMO CONDITIONS**

- The amount of credit issued or authorized by Hikma is directly correlated to the quantity validated by Inmar or Hikma. In the event of any conflict between the Customer's claimed quantity and the quantity validated by Inmar or Hikma, the quantity validated by Inmar shall control.
- Credit will be issued by Hikma in the form of a credit memo only.
- Customer deductions for returns must reference Hikma's issued Credit Memo number or the Debit Memo number as supplied to Inmar.

## **SHIPPING ERRORS**

- Hikma must be notified of any shipping disputes within three (3) business days of receipt of Product(s). Product(s) shipped in error by Hikma must be returned within thirty (30) days of shipment to receive credit. Product(s) returned after thirty (30) days will not be eligible for credit.
- If a shipping error involves any Controlled Products, Hikma must be notified within 24 hours of receipt of the order of any overages, shortages, or mistakes in such Controlled Products order.

- For non-Controlled Products, a Customer will make best efforts to retain an overage shipment and the Customer and Hikma shall mutually agree on the pricing for such manually processed invoice and related needed data including but not limited to ASN.

## **THIRD PARTY PROCESSORS**

- Third party processors and reverse logistics companies must comply with all requirements of this Policy. Hikma will not pay or reimburse any service fees to the purchaser or third-party return processor, including handling fees, processing fees, or freight charges incurred.
- Hikma will not process returns using pricing from any third party's internally generated price list. Pricing will be based on Hikma's valuation as described in this Policy.

## **TRANSPORTATION**

- Transportation charges, including prepaid freight and insurance, are the responsibility of the customer except when due to a Hikma error, as determined by Hikma.
- Hikma is not responsible for lost or damaged shipments of Product(s). Insuring and tracking shipments are the responsibility of the customer.

## **COMPANY DISCLAIMERS**

- Submission of Product does not constitute Hikma's acceptance for credit.
- Package size, Lot number and Lot expiration date will be obtained and verified after receipt of Product by Inmar.
- Returns are subject to review by Hikma and issuance of an RA number does not guarantee credit.
- Hikma reserves the sole right to determine whether Products qualify for return or credit.
- Inmar's determination of the physical count of Products will be final. By returning Products you authorize Hikma and its designee, as your agent, to destroy, without payment or other recourse.
- Any and all credits provided pursuant to this Policy are only valid if redeemed within one (1) year of issuance. Any and all credits that are not redeemed within one (1) year of issuance shall be null and void, except where not permitted by state or federal laws.
- Customers will ensure that a debit memo claim and Products are received within fifteen (15) calendar days of the debit memo date by Hikma or Inmar to receive credit.
- Unauthorized deductions for Product(s) will not be accepted.
- Hikma reserves the right to require proof of purchase source on all Products returned for credit/refund.
- Non-Hikma product(s) returned will not be the responsibility of Hikma. Hikma reserves the right to charge customers for any costs incurred to process and destroy such non-Hikma product(s). Any such non-Hikma product(s) will not be returned to the customer.
- Serial numbers verified by Inmar and/or Hikma that do not correspond to the customer submitting the return or the customer returning the Product may be denied for credit.

This Policy supersedes all previous policies and may be modified or updated by Hikma at its discretion. Hikma values the relationship it shares with its customers and will make a commercially reasonable attempt to provide thirty (30) days advance notification of any change to this Policy.

Customers will be expected to adhere to the most current policy which can be found on the Hikma website: [www.hikma.com](http://www.hikma.com).

**Attachment A****Non-Credited Product Return List**

<b>NDC</b>	<b>PRODUCT DESCRIPTION</b>	<b>STRENGTH</b>	<b>SIZE</b>
00641-6006-10	Atropine Sulfate Injection, USP	8 mg / 20 mL	20 mL
00641-6251-10	Atropine Sulfate Injection, USP	8 mg / 20 mL	20 mL
00143-9197-01	Dantrolene Sodium for Injection, USP	20 mg / vial	100 mL
00143-9564-01	Phentolamine Mesylate for Injection, USP	5 mg / vial	2 mL
00143-9564-10	Phentolamine Mesylate for Injection, USP	5 mg / vial	2 mL
00054-0025-11	Mefloquine Hydrochloride Tablets, USP	250 mg	25