

Astellas Pharma US, Inc.
Return Goods Policy

1. Policy Scope

This policy applies to the return of Astellas products by wholesalers, specialty distributors, retail pharmacies, specialty pharmacies, mail order pharmacies, radio pharmacies, physicians, non-hospital based clinics and hospitals. This policy does not apply to product returns from manufacturers, exporters or international sales.

2. Information Required for a Return

- A. Astellas requires the following information to process all return requests: NDC #; product description; quantity; batch/lot number; reason for return; product expiration date; wholesaler/distributor name and address (if applicable); and customer's name, address, phone number and current DEA number.
- B. Where return authorization is required, a copy of the authorization form received from Astellas must accompany the product return. Authorization of a return does not constitute acceptance or acknowledgement of eligibility for credit. Authorized returns must be received by Astellas or its designee within thirty (30) days of authorization for credit consideration.

3. Items Eligible for Credit

The following returned product is eligible for credit, unless it is also covered by Section 4 below. Eligibility shall be determined by compliance with all aspects of this policy.

- A. Expired product (except Oncology product) in original, sealed, unopened package(s) with dating from six (6) months prior to expiration through twelve (12) months post-expiration. Product expiration occurs on the last day of the month of the expiration noted on the package unless package provides a specific date.
- B. Expired Oncology product in original, sealed, unopened package(s) with dating from three (3) months prior to expiration through twelve (12) months post-expiration. Product expiration occurs on the last day of the month of the expiration noted on the package unless package provides a specific date.
- C. Non-expired product received from Astellas with concealed damage and reported within five (5) days of receipt to Astellas Supply Chain Operations at Customer_Ops@us.astellas.com. **Return authorization required.**
- D. Non-expired product shipped from Astellas in error or damaged in shipment, and reported within seventy-two (72) hours of receipt to Astellas Supply Chain Operations at Customer_Ops@us.astellas.com. **Return authorization required.**

4. Items Not Eligible for Credit

- A. Product that is not in its original, sealed, unopened package, including a package that has been marked, disfigured, or damaged by water or fire or any other cause.
- B. Product that has been held, stored, shipped, or returned in a container that, in Astellas' sole judgment, casts doubt on the safety, identity, quality, strength or purity of the product.
- C. Customer specification, private label or re-packaged product.
- D. Product that was purchased from sources outside of the United States (i.e., outside of the fifty (50) states of the United States, the District of Columbia, and Puerto Rico).
- E. Product distributed by Astellas at no charge, including professional samples.
- F. Product purchased on behalf of other manufacturers, institutions, CRO's or others for use in clinical trials or studies, Phase IV studies, or for charitable donations.
- G. Discontinued product, unless otherwise indicated in an Astellas discontinuation notice document.
- H. Any partial unit of use or partial unit of sale (e.g., vials, bags, ampules, syringes of liquids/powders, or partial bottles of capsules/tablets which are not in their full, unopened container) unless specifically required by state law.
- I. Product which has been involved in a bankruptcy, receivership or similar sale.
- J. Product obtained illegally or through means that have not been authorized in writing by Astellas.
- K. Product that Astellas determines, in its sole discretion, is or may be adulterated, misbranded, or counterfeit.
- L. Product returns from manufacturers, exporters, or international sales.
- M. Product returns with incomplete information required for a return including consolidated or batch returned product from multiple facilities or customers on one debit memo.

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5. Return Location

All product returns, except products shipped in error by Astellas, must be shipped to the address below. Products shipped in error by Astellas must be returned to a location designated in advance by Astellas Supply Chain Operations at Customer_Ops@us.astellas.com.

**Genco
Product Lifecycle Logistics
6101 N. 64th Street
Milwaukee, WI 53218
Phone #: 414-967-2800
Fax #: 414-967-2810**

6. Valuation and Reimbursement

- A. Credit will be at the WAC price in effect at the time the last unit of the product was sold for that specific lot number or, if a valid contract providing for the purchase of product exists between Astellas and the returning customer or its agent, at the lower of (1) WAC at the time the last unit of the product was sold for that specific lot number or (2) the contract price at the time of return¹. Credit will be at current WAC price for non-expired product returns under Sections 3.C. or 3.D. All credit will be net of any price concessions received by the customer.
- B. Credit to customers purchasing directly from Astellas will be issued in the form of a credit memo. Credit to customers who purchased from another party, and not directly from Astellas, will be issued in the form of a credit memo or check, as determined by Astellas.
- C. Credit provided to FSS customers will be processed according to the published Astellas' Federal Supply Schedule at the time of return.
- D. Astellas shall have the right to destroy all products returned, regardless of whether eligible for credit.
- E. The customer shall be responsible for, and pay in advance, all shipping and insurance charges associated with the return of product, except for product returned as a result of Astellas' shipping error, concealed damage or damage in transit.
- F. The customer must pay all fees and expenses incurred with its third party return distributor.
- G. Astellas or Genco shall have the right to determine, in its sole discretion, whether product returns qualify for credit.
- H. All quantity counts of returns by Astellas or Genco shall be considered final and credited accordingly.

7. Additional Terms and Conditions of Return Goods Policy

- A. Astellas Sales Representatives 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.
- B. This policy supersedes all previous Astellas return goods policies and is subject to change at any time.
- C. The provisions of any policies and terms of shipment issued by any customer or third party return distributors shall not apply to returns of products to Astellas or Genco. Only this policy shall apply to such returns.
- D. Any exceptions to this policy are within Astellas' sole discretion.

For additional information or questions, please contact Astellas Supply Chain Operations at Customer_Ops@us.astellas.com.

Revised October 1, 2015

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