



## RETURN GOODS POLICY

Effective March 15, 2018

All Eisai sales are subject to this policy

### Return Goods Eligible for Reimbursement

Except as otherwise provided under this policy, the following products purchased in the U.S. from an Eisai Authorized Distributor of Record are returnable by Customers for return goods credit in accordance with return procedures:

- A. Short dated merchandise, in the original container and bearing the original label, within 6 months of the expiration date. Product expiration occurs on the last day of the month of the expiration noted on the product.
- B. Outdated merchandise, in the original container and bearing the original label, up to 12 months beyond the expiration date.
- C. Product shipped directly by Eisai that is damaged in transit, subject to F.O.B. terms, or material shipped in error by Eisai, provided that Eisai has received notice within 10 days of such product being shipped in error or damaged in transit AND must have prior approval by Eisai Customer Service representative prior to returning.

### Recall Product

Product associated with an Eisai-initiated recall is eligible for return subject to specific terms of the recall notification and requested return actions. Specific instructions for each recall shall be disseminated to the appropriate entities. If a product recall occurs, only Eisai-authorized recalls will be honored for return of product for credit. To qualify for a credit or product replacement, the returned product must meet the criteria noted in the recall notification issued by Eisai. The issuance of credit or product replacement is at the sole discretion of Eisai.

### Divested Product

Divested products are to be returned within the guidelines established in Eisai's product divestiture notification.

### Specialty Distributors/Specialty Pharmacy

Eisai will not accept or provide reimbursement for any returns of any product purchased by Specialty Distributors or customers designated by Eisai to be included in the Specialty Distributor class of trade including, but not limited to Cardinal Health Specialty Pharmaceutical, including Metro Medical Distribution, Oncology Supply, McKesson Specialty Health, ASD Healthcare, McKesson Plasma and Biologics LLC, CuraScript SD, Biologics, Inc., Accredio Health Group, Inc. Axiom, and Smith Medical Partners.

### Return Goods Not Eligible for Reimbursement

All products, other than those listed above, shall be deemed not returnable for return goods credit. Non-returnable products include, without limitation:

- A. In-dated product (i.e., product with more than 6 months expiration dating remaining).
- B. Products dated more than 12 months beyond the expiration date noted on the package. (Product may be returned for destruction, but no credit or other reimbursement will be issued.)
- C. Product that is not in its original container and/or not bearing its original label or that is separated or perforated from its original packaging.
- D. Product in which the lot number and/or expiration date is missing, illegible, covered, and/or unreadable on original container.
- E. Lenvima and Halaven products are NOT eligible for return for credit.
- F. Product containing prescription or patient labels.
- G. Repackaged product.
- H. Product that has been in a fire, sacrifice, clearance, bankruptcy or similar type sale.
- I. Product sold on a "Non-Returnable" basis.
- J. Merchandise purchased or otherwise obtained in violation of any Federal, State, or local law or regulation.
- K. Merchandise destroyed or damaged from causes such as fire, water, tornado, catastrophe etc., and merchandise that has otherwise deteriorated due to conditions occurring after shipment and beyond the control of Eisai, such as improper storage or handling, heat, cold, smoke, etc.
- L. Products not distributed by Eisai.
- M. Professional samples, product labeled "free goods" or for "clinical trials".
- N. Counterfeit, re-imported, diverted or product obtained illegally, or from a distributor who is not an Eisai Authorized Distributor of Record.
- O. Any product manufactured to customer specifications.
- P. Batched returns from multiple providers and/or not disclosed on the debit memo.



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### Procedure for Returning Product

Eisai's approved return goods service contractor ("Qualanex, LLC") will accept Eisai return good shipments from Customers and their third-party return goods processors; provided the Customer or processor complies with all aspects of this Return Goods Policy and has identified the dispenser or provider on the debit memo. If the dispenser or provider is not identified on the debit memo, Eisai will not issue credit for the return.

All products eligible for return and consideration for reimbursement must be returned to Qualanex, at the following address and in accordance with such Qualanex procedures:

Eisai  
C/O Qualanex, LLC  
1410 Harris Road  
Libertyville, IL 60048

Eisai requires that prior to shipping return goods a Return Authorization must be obtained in order to be eligible for credit. Once a RA has been issued, products need to be promptly returned to Qualanex. As a courtesy, email alerts will be sent at 5-day intervals from Qualanex. Expired RA's Return Authorizations can be obtained by accessing the Qualanex website at [www.qualanex.com](http://www.qualanex.com), emailed to [customerservice@qualanex.com](mailto:customerservice@qualanex.com), fax at 847-775-7258, or telephone at 1-800-505-9291.

**All RA requests will expire in 60 days. Product received on an expired RA will be considered invalid and no credit will be issued.**

All return goods requests must come in the form of a debit memo and contain the following information:

- Customer name, address, phone and fax number
- Contact name and email address
- Product NDC#, Lot#, expiration date, exact quantity and price
- Debit memo #
- DEA#
- Reason for return

All product listed on the RA should be shipped at the same time.

**Controlled substances (Schedule II-V)** must be returned to Qualanex in accordance with Federal and State regulations governing the transfer of these substances. Submission of DEA Form 41s, in lieu of returning product to Qualanex, will not qualify for credit. Customer shall contact Qualanex for Return Authorization prior to shipping any controlled substances in accordance with Qualanex procedures. **Controlled substances must be shipped separately from any other return goods.**

Failure to follow proper procedures may result in delayed processing and or applicable crediting.

All returns shall be made in compliance with all applicable Federal and State laws and regulations. Proof of purchase may be requested.

All charges associated with processing and destruction of returned goods will be paid for by Eisai/Qualanex. All other expenses (e.g., transportation, processing fees) incurred shall be the responsibility of the Customer and shall not be reimbursed by Eisai.

### Non-direct Purchasing Customers

Non-direct purchasing customers are not eligible to make returns directly to Eisai. Non-direct purchasing customers should return product where it was purchased.

For non-direct purchasing customers, the following additional terms also apply. Hospitals, clinics, government facilities, and other contract-price eligible entities: All returns shall be made in accordance with the Prescription Drug Marketing Act of 1987, and any amendments thereto or regulations promulgated there under ("PDMA").

### Valuation and Reimbursement

Credit will be issued by Eisai as follows:

1. Acquisition WAC Price, or
2. For products sold pursuant to a contracted price and eligible for return, the average contract price at the time of the purchase.

Acquisition WAC Price will be determined as 100% of the Eisai Wholesale Acquisition Cost (WAC) price in effect at the time the last unit of such lot was sold by Eisai to a direct purchasing account.

Partial packages may be returned, and credit will be issued in 25% increments to a maximum of 75% for any opened package.

All Credits will be issued in the form of a credit memo. It is the Customer's sole responsibility to reimburse the non-direct purchasing customer, as designated on the submitted debit memo, for all credit reimbursement issued.

Eisai will not issue credit or accept charges/deductions for the following:

1. Administrative, handling, or freight charges associated with the return of product to Eisai.
2. Product destroyed by Customers or their designated returned goods processors.
3. Intent by the Customers to temporarily reduce inventory.

Eisai's determination as to the salvage, credit or exchange values of merchandise returned shall be final. Eisai reserves the right to destroy returned merchandise without payment or liability.

All return claims or debit memos must be complete and presented to Eisai within three 3 months from invoice/debit memo date and return disputes must be resolved within 12 months of invoice date.

### Obsolescence and Rate of Return Limits

Eisai reserves the right to limit or restrict Customer purchase activity for Customers with product obsolescence and/or return rates higher than 5% on any given product per year.



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### General Statements

Eisai will not be responsible for product destroyed by any returns good processor, with the exception of Qualanex; proof of destruction will not be accepted in lieu of return. Reimbursement for return goods is subject to verification by Eisai or its agent to determine if product is within Eisai's Return Goods Policy guidelines. Eisai sales representatives are not authorized to accept return goods product or to approve the return of any product.

This policy shall supersede and/or serve as notice of termination of any previous agreement or policy, whether written, oral, or established through course of dealing between Eisai and Customer with respect to the subject matter thereof.

**This Eisai Return Goods Policy is subject to change at any time and without prior notice to other parties.**