



## RETURN GOODS POLICY

Effective April 1, 2013

All Eisai sales are subject to this policy

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### **Return Goods Eligible for Reimbursement.**

The following products purchased in the U.S. are returnable by Customers for return goods credit (as applicable) without prior approval:

- A. Short dated merchandise, in the original container and bearing the original label, within 6 months of the expiration date. ONTAK is short dated at 3 months prior to 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- B. Outdated merchandise, in the original container and bearing the original label, up to 12 months beyond the expiration date.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.
- D. Dacogen and Halaven products are NOT eligible for return for credit.

All returns must include a debit memo with the following information: NDC #, lot #, HDMA – Debit Memo Template (or agreed upon debit memo template), expiration date, and quantity.

### **Third-Party Processors / ADR Returns (Batching).**

All products will be reimbursed at 100% of the last price for the lot number associated with the product being returned. For Customers with contract pricing, the last price for the lot number will be the contract price in effect for such Customers at the time the last unit of such lot was sold by Eisai to a direct purchasing account. For Customers without contract pricing, the last price for the lot number will be 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.

Stericycle will accept Eisai return good shipments from ADRs and third-party return goods processors; provided the ADR 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. Eisai reserves the right to request a proof of purchase. All costs charged by a third party, other than the costs of the eligible return goods products delivered to Stericycle, are the responsibility of the customer and Eisai will not be responsible for reimbursement of such costs.

### **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. If a product recall occurs, only Eisai-authorized recalls will be honored for return of product for credit. Specific instructions for each recall shall be disseminated to the appropriate entities. 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 notice. For a complete list of divested products, please visit our web site at [www.eisai.com](http://www.eisai.com).

### **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.
- D. Product in which the lot number and/or expiration date is missing, illegible, covered, and/or unreadable on original container.
- E. Repackaged product.
- F. Product that has been in a fire, sacrifice, clearance, bankruptcy, or similar type sale.
- G. Product sold on a "Non-Returnable" basis.
- H. Merchandise purchased or otherwise obtained in violation of any Federal, State, or local law or regulation.
- I. 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.
- J. Products not distributed by Eisai.
- K. Professional samples, product labeled "free goods" or for "clinical trials".
- L. Overages: containers over packed for return (i.e., 40 tablets in a 30-tablet container).
- M. Counterfeit, re-imported, diverted or product obtained illegally, or from a distributor who is not an Eisai Authorized Distributor of Record.
- N. Product containing prescription or patient labels.
- O. Any product manufactured to customer specifications.
- P. Product sold in bulk package sizes (at least 500 units per bottle).



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### **Procedure for Returning Product.**

All products eligible for return and consideration for reimbursement must be returned to Eisai's approved return goods service contractor, at the following address and in accordance with such contractor's procedures:

Stericycle RMS  
Dock 19  
2670 Executive Drive  
Indianapolis, IN 46241

Tel: 800-777-6565

Packages shipped to Stericycle require a Stericycle shipping label that can be obtained at [www.ExpertEZLabel.com](http://www.ExpertEZLabel.com)

Failure to use the proper label 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 return goods by Eisai's approved returned goods service contractor shall be paid by Eisai. All other charges (e.g., transportation, processing fees) charged by any third party shall be the responsibility of the Customer and shall not be reimbursed by Eisai.

Product returned outside this Return Goods Policy will not be returned to the Customer and no credit will be issued.

### **Reimbursement for Returned Product.**

Credit will be issued at Eisai's discretion based on one of the following:

1. Acquisition WAC Price, or
2. Acquisition Contract Price

Partial packages may be returned, and credit will be issued in 25% increments to a maximum of 75% for any opened package. Ontak returns will receive credit at a per vial rate.

Eisai will not issue credit or accept charges/deductions for administrative, handling, or freight charges associated with the return of product to Eisai. Credit or reimbursement will not be issued for product destroyed by Customers or third parties. Credit will not be extended when the intent of the Customer is to temporarily reduce inventory.

### **Non-direct Purchasing Customers.**

For non-direct purchasing Customers, the following additional terms also apply:

1. 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"). If products were purchased from a wholesaler who served as a prime vendor, at Eisai's sole discretion, a check will be issued to the Customer at the lowest contract price at time of purchase or acquisition WAC Price.

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.

### **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.

### **Controlled Substances.**

Controlled substances must be returned to Stericycle in accordance with Federal and State regulations governing the transfer of these substances. Submission of DEA Form 41s, in lieu of returning product to Stericycle, will not qualify for credit. Customer shall contact Stericycle (1-800-777-6565) in order to provide the specific details of the return and to request a DEA 222 form and packing and shipping instructions. Prior to the return of any Schedule II narcotic, a DEA Form 222 must be issued by Stericycle and the completed form must accompany the return goods shipment. Schedule II products must be returned separate and apart from Schedule III, IV, and V products and non-controlled products. Schedule II return goods shipments must be shipped in an unmarked container via UPS, DHL or FedEx.

### **General Statements.**

Product must have been purchased from an Eisai Authorized Distributor of Record. Eisai will not be responsible for product destroyed by any returns good processor, with the exception of Stericycle; proof of destruction will not be accepted in lieu of. Eisai reserves the right to deduct costs incurred for the processing/destruction of ineligible returned product from the total credit of the return. Products ineligible for return should **NOT** be shipped to Eisai / Stericycle. 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



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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.**