



## **Return Goods Policy**

**Effective January 1, 2020**

### **General**

This document sets forth terms and conditions that shall govern all returns ("Return Goods Policy") to Pacira Pharmaceuticals, Inc. ("Pacira") by any entity that desires to return products (as defined below) to Pacira. Pacira may amend the Return Goods Policy from time to time without notice and without Customer's consent. This Return Goods Policy supersedes and/or serves as notice of termination of the applicable provisions of any previous agreement or policy, whether written, oral, or established through course of dealing between Pacira and Customer with respect to the return of products manufactured by or on behalf of Pacira ("Products") hereof, including, but not limited to, Pacira's Wholesaler Return Goods Policy.

All Product returns require prior authorization from Pacira (as set forth below). Customer must prepay freight for all returns. Pacira does not accept collect on delivery returns. If the return is due to a Pacira shipping error, damage in-transit, or involves a Product defect, Pacira will issue a prepaid call tag for the freight charges.

Pacira will not credit or accept charges/deductions for administrative, handling, or freight charges associated with the return of Product to Pacira or any third party return goods processor.

All returned cartons must have affixed an RGA (as defined herein) shipping label, and must be clearly marked with the RGA number.

All Products shipped to Pacira will be shipped in a safe, secure, and reliable manner, and in compliance with all applicable federal, state, and local laws, regulations, and statutes. It is Customer's responsibility to securely package all return goods to prevent breakage during transit and otherwise comply with laws and regulations. Broken Product containers that do not contain any viable Product are NOT to be shipped to Pacira. Pacira is not responsible for return goods shipments lost and/or damaged in transit.

### **Return Authorization**

All Product returns to Pacira require prior authorization ("Return Goods Authorization" or "RGA"). RGAs must be used within fifteen (15) business days of issuance.

An RGA must be obtained by contacting Pacira's Customer Service at 1-855-803-9480 or [PaciraReturns@ICSCconnect.com](mailto:PaciraReturns@ICSCconnect.com).

An RGA request must include:

- Invoice/debit memo
- Contact name & phone number
- Detailed list of all applicable Products
  - Product name
  - NDC number
  - Lot number
  - Expiration date
  - Quantity requested to be returned
  - Reason for return
- Billing address
- Shipping address
- Return originator information (for batch returns, each return originator's information must be provided)
  - Name
  - Mailing address
  - DEA number or HIN

NOTE: AN RGA ISSUED BY PACIRA IS BASED UPON UNCONFIRMED REPRESENTATIONS MADE TO PACIRA AND IS NOT INTENDED TO BE A GUARANTEE OF CREDIT OR A BASIS FOR RELYING UPON CREDIT.

#### **Return Goods Eligible for Credit**

Pacira reserves the right to determine, in its sole discretion, whether returned Product is eligible for credit. The following return goods are eligible for credit:

- Expired Product returned within twelve (12) months past expiration date. Product expiration occurs on the last day of the month of the expiration noted on the Product.
- Products returned due to Pacira's shipping error or damaged in-transit, if reported within five (5) business days of delivery.
- Product returned at Pacira's request

To be eligible for credit, Product must be returned in its original container, bearing its original label and the lot number and expiration date must be legible.

#### **Return Goods Not Eligible for Credit**

Pacira reserves the right to decline credit and destroy all goods returned, which Pacira determines, in its sole discretion, are not eligible for credit. Any return not meeting the above criteria will not be eligible for credit, except as otherwise required by law. Return goods not eligible for credit includes, but is not limited to:

- Product not in its original container and/or not bearing its original label.
- Product returned prior to expiration. Product expiration occurs on the last day of the month of the expiration noted on the Product.
- Product returned more than twelve (12) months past the Product's expiration date.
- Product returned more than thirty (30) days after issuance of the RGA.
- Product in which the lot number and/or expiration date is missing, illegible, covered, and/or unreadable.
- Partial returns, unless the returns originator is located in a state in which state law mandates credit to be issued for partial returns.
- Product that has been damaged subsequent to delivery due to improper storage or handling, exposure, or other circumstances beyond Pacira's control.
- Product that was sold expressly on a non-returnable basis.
- Product that is in its original container with a prescription label attached and/or container has been opened.
- Product that has been repackaged, customer-specific labeled, or private labeled.
- Product distributed by Pacira at no charge, including professional samples.
- Product purchased on behalf of other manufacturers, institutions, contract research organizations, or others for use in clinical trials or studies, Phase IV studies, or for charitable donations.
- Product obtained illegally or via diverted means.
- Product that Pacira, in its sole discretion, determines is adulterated, misbranded, or counterfeit.
- Anything returned that is not a Pacira Product.

### **Return Credits**

Credit will be issued based on the number of eligible units returned. Credits are intended to cover reimbursement for the net cost of the goods, and no other separate payments shall be provided otherwise.

All credits will be paid via credit memo. Indirect purchasing customers will receive credit through their wholesaler/distributor. Credits must be redeemed within one (1) year of issuance or will be void thereafter.

Any right of deduction or set-off for return goods shipments may only be exercised by Customer following receipt of a properly issued credit memo. IN NO EVENT IS ANY CUSTOMER PERMITTED TO TAKE A DEDUCTION FOR RETURNED PRODUCTS WITHOUT A PROPERLY ISSUED CREDIT MEMO.

Products that are eligible for credit will be credited at the lower of (a) lowest historical invoice price for which that specific lot number was sold by Pacira, or (b) the lowest historical contract price in effect for the return originator for that specific lot number, which shall be net of credits, discounts and rebates.

Notwithstanding the foregoing, returns that are eligible for credit, but for which the return originator has not been identified, will be credited at the lower of (a) lowest historical invoice price for which that specific lot number was sold by Pacira, or (b) the lowest historical contract price in effect at the time that specific lot number was sold.

Products returned at Pacira's request will be credited at the lower of (a) current wholesale acquisition cost, or (b) current contract price for the return originator.

Non-Pacira products returned to Pacira will not be returned to sender and will not be the responsibility of Pacira.