

# Returned Goods Policy



## **Eywa's Return Goods Policy**

*Unless otherwise required by regulation or law.*

This Returned Goods Policy applies to all Eywa Pharma Inc. (71930) labeled pharmaceutical products. Eywa does not pay or reimburse processing fees, destruction charges, or return shipping costs for returning any product other than recalled product.

### **PRODUCTS ELIGIBLE FOR RETURN**

The following products are returnable for credit (as applicable):

- Authorized returns including only the 71930 labeler code.
- Short dated products within 6 months of the expiration date in sealed, full, unopened, original Eywa containers with valid Eywa lot number and expiration date.
- Expired products not more than 12 months past the expiration date in sealed, full, unopened, original Eywa containers with valid Eywa lot number and expiration date.
- Products received in error or damaged during shipment (with a signed bill of lading noting the damage), if reported to Eywa Customer Service within 5 business days of receipt and returned within 30 days.
- Concealed damage claims made within 10 days of receipt.
- Recalled or withdrawn product must be returned as instructed in the recall or withdrawal notice.

### **PRODUCTS NOT ELIGIBLE FOR RETURN**

The following products are not returnable (no credit will be issued):

- Products with greater than 6 months of expiry dating or more than 12 months past the expiration date.
- Products returned without an approved Return Authorization Number.
- Private labeled, repackaged or patient labeled products.
- Products with missing or obscured label, lot number/expiration date, and/or product code, or are stickered, soiled, damaged, opened, or adulterated in any way.
- Products sold on non-returnable basis.
- Partial or opened containers (except where required by law).
- Products sold as free goods, provided at no charge, and/or samples or short-dates products sold as such.
- Products damaged due to insurable causes, such as fire or natural disasters or products damaged/deteriorated due to improper handling or storage by the customer.
- Products involved in salvage, bankruptcy or insolvency proceedings.
- Products sold, purchased, or distributed contrary to federal, state, or local law.
- Products for which proof of purchase cannot be verified.

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## PROCEDURE

1. Contact Eywa Pharma Customer Service by fax at (609) 455-1515 or email at [CustomerService@eywapharma.com](mailto:CustomerService@eywapharma.com) or Eywa's third party logistic provider to obtain a Return Authorization Number (RNA) number.

## TERMS AND CONDITIONS

- For direct customers, a credit will be issued at the lower of the invoice price or current contract price.
- For indirect customers, the credit will be valued at Eywa's average contract price.
- Returned goods credit must be used within one year of the date of issue.
- Eywa reserves the right to destroy all unauthorized products returned.
- All returns will be in the form of a credit memo; cash returns will not be allowed. Eywa will not accept deductions from invoices.
- Transportation and insurance charges are the responsibility of the customer except when due to an error on the part of Eywa or related to a recall or market withdrawal.
- Returned product will be verified by Eywa to verify all returns conform to this Returned Goods Policy.
- Credit will not be issued for products destroyed by the customer.
- Eywa reserves the right to amend this policy at any time.

**Effective Date:** 02 January 2018