

Customer Replacement Policy for Expired Product

Terms and Conditions

Eligible Products for Replacement:

1. Expired and unused Aurlumyn ("Product") purchased by Customers in the United States through an Authorized Distributor of Record ("ADR") or previously replaced under this policy is eligible for replacement directly from SERB.
2. Product replacement requests must be received between the month of expiration and up to 90 days after the Product expires, except as otherwise required by applicable state law.
3. Eligible returns are restricted to Product expiring on or before June 30, 2028.
4. Applicable state law that conflicts with this policy shall prevail.

Non-Eligible Products for Replacement includes:

1. Product with remaining shelf life (before the month of expiration) is not eligible for replacement.
2. Product returned by, or shipped to SERB from an ADR, will be rejected and destroyed.
3. Product that has been damaged due to conditions beyond the control of the manufacturer, such as heat, cold, water, smoke, fire, or negligence, or not properly stored as outlined by the Prescription Drug Marketing Act (PDMA).
4. Product involved in fire, sacrifice, or bankruptcy sale.
5. Product sold with the specific understanding that it is nonreturnable.
6. Product that is labeled "free goods", "not for sale", or similar designation.
7. Product not purchased through an ADR or bought through other than normal domestic channels of distribution, or Product that has not been previously replaced under the policy. Proof of purchase may be required by SERB.
8. Product that has been opened, repackaged or is in packaging other than SERB containers/packages.
9. Product that is obtained in violation of state or federal regulations.
10. Product in which the lot number and/or expiration date is missing, illegible, covered, and/or unreadable on original container.
11. Product issues related to damages in transit or shipping errors, including shortage or overage claims, should be addressed with the ADR that originally shipped the Product.
12. Product which has been administered to a patient or billed to a patient or third-party payer.

Terms:

1. Customer must provide appropriate license (i.e. medical or pharmacy) to SERB in order to obtain replacement Product.
2. Replacement Product will be shipped after a Return Authorization (RA) has been fully completed, the expiring/expired Product has been received and processed by Inmar Solutions RX ("Inmar") and reviewed/confirmed by SERB.
3. Product returned to Inmar must be received within sixty (60) days following receipt of RA, or RA can be voided.
4. Any return received that is ineligible for replacement or shipped without an RA will be accepted, but no replacement will be issued, and product will be destroyed at Inmar.
5. Product can be returned via a third-party returns processor, but the third-party processor must initiate the return via Inmar.
6. Customer is responsible for the shipping cost of returned expired Product. Returns shipped "collect" will be refused and returned to sender.
7. Credit will not be issued for returned goods or for administration, shipping, or handling, including third-party processing fees.
8. SERB is not responsible for lost or damaged shipments of returned Product(s). Insuring and tracking shipments are the responsibility of the customer.
9. Non-SERB product(s) returned with SERB product(s) will not be the responsibility of SERB. SERB reserves the right to charge customers for any costs incurred to process and destroy such non-SERB product. Any such non-SERB product will not be returned to the customer.
10. SERB reserves the right to inspect all authorized returns prior to issuing replacement and to destroy Products deemed unfit for sale, whether or not they are eligible for replacement.
11. Returns are subject to final count and acceptance by SERB. SERB reserves the right to accept or reject the Product for replacement.
12. A certificate of destruction does not qualify as an acceptable format for Product return.
13. Return requests for instances not addressed above will be reviewed and approved by SERB at SERB's sole discretion on a case-by-case basis.
14. SERB reserves the right to change or terminate this policy for any reason at any time. This policy shall supersede any previous policy, whether written, oral, or established through course of dealing between customer and SERB. Facilities who would like to have expired Aurlumyn™ ("Product") processed for a Direct free replacement, please follow the instructions below. SERB will

Direct Replacement Request Form for Expired Product

NOTE: * This form is not relevant for customers who utilize Third Party Processors*

Date of Request: _____

Facility Name: _____

Product NDC Number: _____

Facility Address: _____

Lot #/Expiration Date: _____ / _____

Shipping Attn: _____

Quantity of Aurlumyn™ Cartons Requesting: _____

Facility City: _____

Facility Certification: By signing below, I hereby certify that (a) I am able to sign on behalf of my customer; (b) the information above is true and correct; (c) the information above does not include any Protected Health Information (PHI) (as such term is defined in HIPAA); (d) this request is accurate and not fraudulent; (e) that neither I, my practice, nor any practice representative has sought or will seek reimbursement from any source, including private insurance payers and/or any federal or state healthcare program, for any of the Product referenced above; and (f) if my facility does not return the aforementioned quantity of Aurlumyn™ to SERB, we will pay at the then-current Wholesale Acquisition Cost (WAC), minus any contracted discounts, for the difference between replacement Product shipped and Product returned, if applicable.

Facility State & Zip Code: _____

Facility Telephone Number: _____

Facility Contact Name (if different): _____

Email Address: _____

Facility State or Pharmacy License #: _____

****Copy of License Required for First Request****

Name: _____

Facility PO/Debit Memo (required): _____

Position: _____

Signature: _____

Date: _____

Instructions for Submission of Forms and Return Authorization ("RA") Request for Expired Products:

1. This SERB Replacement Request Form AND a copy of the Facility State or Pharmacy License (if applicable) must be submitted to obtain a Return Authorization ("RA"). The RA will be provided by Inmar RX Solution, Inc. (Inmar), SERB's third-party reverse logistics processor, using one of the methods below:
 - i Log into Inmar's portal at <https://hrm.healthcare.inmar.com>. Enter GPO Code "BTGSPE" and your DEA number to look up your location (If your location does not populate, please use option ii or iii below). Fill in prompted information, and upload PDFs of both the Replacement Request Form and state license:
 - ii E-mail Replacement Request Form document and state license to rarequest@inmar.com.
 - iii Fax your Replacement Request Form and state license to Inmar at 817-868-5343.

PLEASE NOTE: All third-party return processors must contact Inmar to initiate an RA.

Customers Contracted with Third Party Processors DO NOT need to submit this form

For support with any issues related to uploading of forms, please contact Inmar at 800-967-5952, option 3

2. Upon receipt of a Return Authorization, the expired product is to be shipped to the processing facility at the following location with the RA label adhered **outside** of each package shipped:

Inmar RX Solutions, Inc.
3845 Grand Lakes Way
Suite 125
Grand Prairie, Texas 75050