

RETURN GOODS POLICY

Gabar Health Sciences Corp.

POLICY STATEMENT:

Gabar Health Sciences Corp. (Gabar) requires that all returns be authorized and accompanied by a completed **Return Authorization Form (RAF)**. All returns are subject to prior approval. Gabar will only accept returns from customers who have purchased products directly from Gabar.

RETURNABLE ITEMS

- In-date products, in their original container and bearing their original label, within 3 months of their expiration date
- Expired product, in the original container and bearing the original label that is not more than 12 months past the expiration date
- Product with concealed damage or product shipped directly that is damaged in transit (accompanied by a signed bill of lading noting damage); reported to Customer Service within 10 days of receipt
- Products shipped in error by Gabar, if reported to Customer Service within 96 hours of receipt and returned within 30 days
- Discontinued, withdrawn or recalled merchandise
- Full packages¹, if they are in original GABAR'S packaging
- Only product purchased directly, or from an authorized GABAR'S wholesaler, is eligible for credit

NON-RETURNABLE ITEMS (NO CREDIT)

All products other than listed above shall be deemed "not returnable". Non-returnable products include, without limitation:

- Products returned without approved authorization
- Products labeled, marked, coded, dated, damaged, soiled or adulterated in any way
- Products sold on a non-returnable basis
- Products provided free of charge as a promotional incentive, including samples
- Products damaged or deteriorated due to conditions beyond manufacturer control, such as improper storage or handling (heat, cold, or exposed to fire, smoke, or water)
- Product not in sealed original container or partial container as distributed by GABAR
- Products that are more than 12 months past the expiration date
- Products with more than 3 months of dating remaining until expiry
- Products that have been discontinued more than 6 months
- Product involved in distressed, sacrifice, fire or bankruptcy sale
- Product purchased or otherwise obtained in violation of any Federal, State, or local law or regulation
- Returns that exceed 90 days from date of Return Authorization
- Products received with concealed damages not reported within 10 days

¹ A full package is a complete package of the smallest size provided by GABAR with an NDC. For example, Crinone 8% is sold in 3 boxes of 6 each. A box of 6 applicators can be returned (GABAR does not require the entire selling unit of 18 applicators).

THIRD-PARTY RETURN PROCESSING

All third-party processors must comply with all requirements of Gabar's return goods policy. Gabar "authorized" Third Party Processors must provide proof of destruction for the short-dated and out-of-date product. All products with less than 3-months of dating must be returned to Gabar. Gabar does not accept returns from third-party return processors for customers other than Authorized Distributors of Record or warehousing chains that purchase directly from Gabar. Any returns for non-authorized customers sent to third-party return processors will be refused. Gabar will not process returns using pricing from a third-party price list. Gabar will not reimburse any service fees to the customer or processing agent for miscellaneous fees (i.e., handling, processing fees) or freight charges incurred. It is the customer's responsibility to ensure that third-party return processors comply with the Gabar return policy. Third-party returns must be in agreement with an RAF and packaged with reasonable product care.

PROCEDURE FOR RETURNING MERCHANDISE

Step 1: Requesting a Return

a) Direct purchasing customers must contact a Customer Service Representative who will provide an RAF with instructions for return. This authorization form which lists the product name, NDC #, lot #, expiration date, price, and quantity of each item being returned will also serve as your packing slip. Any product return that is not detailed on the completed RAF will not receive credit, will not be accepted for return, and will be destroyed by Gabar or returned to the customer at the customer's expense.

b) Once the Return Authorization Number is issued, clearly label each carton with the Return Authorization Number and Debit Memo Number. This will ensure that proper credit is received.

Step 2: Returning Merchandise

Product Returns. Ship freight to the following address:

Reliable Health Care Logistics
Attn: GABAR HEALTH SCIENCES, Returns
RA # (supply the number issued by Gabar)
5653 Creekside Parkway Suite B
Lockbourne, OH 43137-9317

For returns of Schedule III drugs, do not mark the shipping carton with actual product content.

TRANSPORTATION CHARGES

Transportation and insurance charges on all returned merchandise are the responsibility of the customer except when due to Gabar's error, as determined by Gabar.

Merchandise cannot be sent via US mail. It must be traceable in the event a package is lost in transit.

TERMS OF RETURN POLICY

- A credit of less than 2% will be issued for the lowest price at which a specific lot number was sold to a commercial buyer.

- All returns will be in the form of an account credit memo, no cash returns.
- The shipping carton must show the Return Authorization Number or a UPS call tag, and be marked "Returns".
- Gabar's representatives are prohibited from picking up or transporting products for return.
- Gabar reserve the right to destroy, without recourse, all returned merchandise.
- Gabar will deduct the value of the return from the sales volume subject to volume rebate.
- Gabar will deduct the discount applied to the invoice at the time of purchase from the credit memo issued for the returned product.
- No deductions from any invoice are allowed by the customer. Credit memos will be issued.
- No shelf-stock adjustment will be given for returned goods unless they are in transit at the date of the shelf-stock adjustment.
- Credit will not be issued for merchandise that has been destroyed by the customer except for controlled substances provided the customer submits DEA Form 41 and complies with all terms of this policy.
- Gabar reserves the right to limit or restrict the direct account purchase activity for direct accounts with product obsolescence and/or return rates higher than 10% out of their inventory on any given product per year.
- The expiration date is defined as the last day of the month printed.

Information:

Gabar Health Sciences Corp.
1 Hartsfield Center Parkway
Atlanta, GA 30354

Customer Service:
Tele: (470) 737-9424
Fax: (470) 737-9431

EFFECTIVE DATE: 04/01/2022
Revised