

Virtus - Acertis Return Goods Policy - Effective September 18, 2023

Virtus and Acertis Pharmaceuticals values your business, and we appreciate the opportunity to serve you. To ensure your returned products are processed correctly, please review the instructions and policy below.

All returns must be accompanied by a return goods authorization and returned to the Virtus and Acertis return vendor, Eversana Life Sciences.

Products Returnable for Credit:

- Product purchased directly from Virtus and Acertis Pharmaceuticals or from an authorized distributor or wholesaler of record. Virtus and Acertis Pharmaceuticals reserves the right to request proof of purchase.
- Product authorized by Virtus and Acertis Pharmaceuticals for return and returned to the Virtus and Acertis return vendor, Eversana Life Sciences, within policy guidelines.
- Unexpired product within six (6) months prior to labeled expiration date and in sealed, original, and unopened Virtus and Acertis Pharmaceuticals container.
- Expired product not more than twelve (12) months past labeled expiration date.
- Concealed damage claims made within ten (10) days of receipt. Request for authorization must be received by Virtus and Acertis Pharmaceuticals within thirty (30) days of the invoice date.
- Products damaged in shipping to consignee accompanied by a signed bill of lading noting such damage. Claims must be made within ten (10) days of receipt and the customer agrees to fully cooperate with Virtus and Acertis Pharmaceuticals to establish a claim against the transportation company.

Products Not Returnable for Credit:

- Product distributed outside of the United States, Puerto Rico or US Territories or obtained in violation of any Federal, State, or local law.
- Product that has more than six (6) months remaining on its labeled expiration date, or that is more than twelve (12) months past labeled expiration date.
- Partial containers, except as required by applicable law.
- Professional samples or any product provided free of charge.
- No third-party returns will be allowed.
- Product shall be ineligible for return when the intent of the customer is to temporarily reduce inventory. Credit may be reduced or refused when inadequate inventory controls cause excessive product returns.
- Product with broken seals, in open packages, or from which individual units have been removed.

- Product with label defaced, covered, removed, or unreadable.
- Product with lot number or expiration date missing, covered, removed or unreadable.
- Product not returned within thirty (30) days of authorization. Any RA issued by Virtus and Acertis Pharmaceuticals shall expire within thirty (30) days of its issuance. Authorization for a return may only be obtained once.
- Product damaged at the customer's warehouse or store level.
- Products sold as free goods or products provided at no charge for promotional incentives, samples or short-dated products sold as such.
- Products sold on a non-returnable basis.
- Repackaged products or products not in their original containers.
- Product purchased for the purpose of stockpiling for speculative means.
- Product stored under improper conditions or exposed to fire, smoke, water, or other adverse environmental conditions.
- Product sold to any government stockpile program.
- Products involved in salvage, bankruptcy, or insolvency proceedings.
- Outdated returns totaling \$25.00 or less.

Credit:

All expired product returned in unopened containers up to twelve (12) months past expiration date in accordance with and subject to the other terms and conditions set forth herein will be credited at net purchase price less fifteen percent (15%), except for returns from a customer who is receiving contract prices. In these instances, credit will be issued at the contract price in force at the time the returns are received, less any fees. Credit will be issued based on unit count received at our return vendor's site. Product sold to any government stockpile program will not be accepted for return. Virtus and Acertis Pharmaceuticals will not be responsible for fees associated with outside or third-party processing companies. Virtus and Acertis Pharmaceuticals will not honor any processing/handling, documentation, administrative or destruction fees assessed for the return, handling, processing, or incineration of product, excluding Virtus and Acertis Pharmaceuticals recalled products.

The following information must be supplied, or the RA Request will be declined, and product will not be eligible for credit:

- NDC Number
- Product Description
- Lot/Batch Number
- Quantity
- Customer's Reference Number
- Authorized Servicing Wholesaler



Virtus - Acertis Pharmaceuticals, LLC
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- Debit Memo Number, Date and Amount Requested
- Expiration Date (In the event the package expiration date is stated in month/year format, expiration date will default to the last day of the month)
- Returning Facility details including:
 - Facility name
 - Facility Address
 - Facility City
 - Facility State
 - Facility Zip Code
 - Facility DEA Number
 - Facility State License

This Return Goods Policy supersedes all previous policies and may be modified by Virtus and Acertis Pharmaceuticals, from time to time, at its discretion. Virtus and Acertis Pharmaceuticals values the relationship it shares with its customers and will make a commercially reasonable attempt to provide ninety (90) days advance notification of policy changes. Customers will be expected to adhere to the most current policy, which can be found on the Virtus and Acertis Pharmaceuticals website.

Please email your return request along with the required information to VirtusCS@eversana.com.