



NS Pharma Goodwill Replacement Policy: Effective May 1, 2020

Applicability:

This Goodwill Replacement Policy sets forth the terms and conditions that shall govern requests for credit or replacement due to wastage or breakage (“Goodwill Replacement Request”) of VILTEPSO (“Product”) by a provider or site of care that is duly licensed to administer Products including physician offices, hospitals, and approved network specialty pharmacy or independent infusion providers (“Site of Care” or “SOC”).

This Goodwill Replacement Policy is for user error or technical malfunctions and not product complaints.

Authorization:

Prior approval from NS Pharma is required prior to issuance of a Return Goods Authorization (“RGA”) for Goodwill Replacement Requests. Issuance of a Goodwill Replacement Request Form and/or RGA does not guarantee credit or replacement. Each Goodwill Replacement Request must only relate to one incidence of wastage or breakage.

To initiate a Goodwill Replacement Request, please contact NS Pharma’s Authorized Returns Vendor (Cardinal SPS) to obtain a Goodwill Replacement Request Form:

Attn: NS Pharma, Inc.
OS&D Department
15 Ingram Blvd
Dock 43
LaVergne, TN 37086

Fax: (614) 652-0271
Email: GMB-sps-damages@corglogistics.com

A Goodwill Replacement Request must include:

- Invoice number for original purchase
- Contact name and phone number
- Detailed list of applicable Products (Product name, NDC number, Lot number, expiration date, quantity)
- Reason for request
- Billing address
- Shipping address

If the Goodwill Replacement Request is approved, NS Pharma will provide the RGA with instructions to SOC. RGA numbers are valid for thirty (30) days from issuance. Expired RGA numbers are invalid, and no credit or replacement will be issued with their use. All Product may be returned to NS Pharma within thirty (30) days from RGA issuance to receive credit or replacement.



THIS APPROVAL AND RETURN GOODS AUTHORIZATION (RGA) IS BEING ISSUED UPON UNCONFIRMED REPRESENTATIONS MADE TO NS PHARMA AND IS NOT INTENDED TO BE A GUARANTEE OF REPLACEMENT OR REIMBURSEMENT CREDIT, OR A BASIS FOR RELYING UPON REPLACEMENT OR REIMBURSEMENT CREDIT.

Returns Shipments

If the Goodwill Replacement Request is approved, NS Pharma may require Product to be returned. SOC must prepay freight for all returns. All Products shipped to NS Pharma must be shipped in compliance with all applicable federal, state, and local laws, regulations, and statutes. It is the SOC's responsibility to securely package return goods to prevent in-transit damage/breakage and otherwise comply with all laws and regulations. Broken Product containers that do not contain any viable Product should NOT be shipped to NS Pharma. If vials are broken, then NS Pharma requires returning party to certify that product was too damaged to be returned. NS Pharma is not responsible for returns shipments lost and/or damaged in-transit.

Each returns shipment must contain the RGA form, and either a packing list with the account/customer information and a proof of purchase with the account/customer information and purchase price clearly designated. Only one proof of purchase is allowed per return shipment. If a return shipment contains multiple boxes, a photocopy of the paperwork with proof of purchase number must be placed in each box.

NS Pharma will incur all charges for processing and destroying returned Product as well as the shipping costs for any replacement Product. NS Pharma will not assume any responsibility for charges incurred for Product returned to a facility other than that authorized by NS Pharma.

Products Eligible for Credit or Replacement

NS Pharma reserves the right to determine, in its sole discretion, whether a Goodwill Replacement Request will be eligible under this Goodwill Replacement Policy. To be eligible, a Goodwill Replacement Request must be submitted within one (1) week of the incidence of wastage or breakage by an SOC.

The following will be considered for eligibility:

- Product was prepared for administration, but the patient did not show AND SOC was unable to store such prepared treatment for the patient's rescheduled visit within the stability guidelines defined in the Product's full prescribing information
- Product was broken due to mishandling by SOC, nurse or physician
- Product became contaminated at SOC's facility
- Product stored outside of temperature range excursions

Products Not Eligible for Credit or Replacement

NS Pharma reserves the right to decline to authorize, replace, or credit all Goodwill Replacement Requests. Additionally, NS Pharma reserves the right to destroy all goods returned to it. Products not eligible under this Goodwill Replacement Policy include, but are not limited to:

- Product for which a Goodwill Replacement Request Form was not completed and approved
- Product for which an RGA was not issued



- Product for which a Goodwill Replacement Request was made after one (1) week of the incidence of wastage or breakage
- Product included in a Goodwill Replacement Request received from any person or entity that is not an SOC
- Product that is eligible for credit under NS Pharma's Returns Policy
- Product complaints
- Product recalls
- Expired Product
- Product for which proof of purchase cannot be verified
- Product destroyed or damaged from insurable causes
- Product obtained illegally or via diverted means
- Product purchased from any entity other than NS Pharma or an ADR of NS Pharma
- 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
- Claims due to Product not being covered by patient's insurance
- Product missing lot number or product expiry date
- Product damaged in transit from NS Pharma or ADR or Specialty Pharmacy Product for which a third-party payer, patient, or any individual has been or will be billed

Credit or Replacement

- If NS Pharma determines a Goodwill Replacement Request to be eligible for credit or replacement, NS Pharma reserves the right to determine, in its sole discretion, whether to issue credit or replacement, and reimbursement by either method will be based on the number of eligible units. Such replacement or credit is intended to cover reimbursement for the net cost of the Products, and no other separate payments shall be provided otherwise. For product provided free of charge under NS Pharma Patient Assistance Program will only receive replacement product.

If Product is replaced, NS Pharma will ship the replacement Product within five (5) business days of the later of (i) RGA issuance, or (ii) receipt of returned Product.

All credits will be paid via credit memo. Indirect purchasing SOC's will receive credit through their wholesaler/distributor. Credits must be redeemed within one (1) year of issuance or will be void thereafter. Credits will be issued at the lower of (i) lowest historical invoice price for which the specific lot number was sold by NS Pharma, or (ii) the SOC's contract price in effect at the time that specific lot number was sold by NS Pharma, which shall be net of any credits, discounts, and rebates.

NS Pharma reserves the right to impose a handling fee on all goods returned, replaced, or credited under this Goodwill Replacement Policy.