

Return Goods Policy

- 1. Purpose: Mullan Pharmaceutical Inc., is committed to ensuring the quality and integrity of the products we provide. This Return Goods Policy outlines the procedures for returning generic pharmaceutical products distributed by our company.
- 2. Scope: Mullan's Return Goods Policy applies exclusively to generic pharmaceutical products bearing the Mullan label or any other products that are directly distributed by Mullan Pharmaceutical Inc. in the USA.

3. Definitions/Acronyms:

- RA: Return Authorization
- **EPA:** The Environmental Protection Agency (EPA) establishes regulations and standards to protect human health and the environment, covering issues such as air and water quality, chemical safety, waste management, and pollution prevention.

4. Returnable Items

Products may be returned under the following conditions:

- a. Expired Products: Products must be returned to a designated facility, adhering to the specified procedures and in their original saleable packaging. To qualify for credit, products must be returned within six (6) months prior to their expiration date or no later than twelve (12) months after their expiration date.
- b. Damaged Products: Products received in a damaged condition or compromised packaging. The following procedures must be followed in the event that a product is damaged upon delivery:
 - i. Claims Cooperation: If loss, shortage, breakage, leakage, or other damage occurs during transit, the customer must fully cooperate with Mullan Pharmaceutical Inc. to file a claim against the transportation company.
 - ii. Damage Documentation: Upon receiving the product, the customer is required to note any visible damage or shortages on the bill of lading or receiving document. Additionally, photographs of the damaged product must be sent to Mullan Customer Support at CustomerSupport@mullanpharma.com for further investigation.

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- iii. **Immediate Notification Required:** Mullan must be informed of any damage to containers in transit or any discrepancies in the quantity received within ten (10) business days from the date of product receipt.
- **c. Shipping Errors:** Products incorrectly shipped by Mullan Pharmaceutical Inc. (e.g., incorrect product, size, or quantity).
- d. Recalled Products: Follow the instructions provided in the recall notification package. Mullan reserves the right to refuse credit for unspecified shipping, handling, and processing fees not deemed part of a recall product return.

5. RETURNABLE PRODUCTS WITHOUT REIMBURSEMENT

The following products may be returned for processing and proper disposal only to the extent allowed by EPA (Environmental Protection Agency) rules. The customer acknowledges and agrees that there will be no reimbursement for:

- Products with more than six (6) months until their expiration date.
- Products that are more than twelve (12) months past their expiration date.
- Products received more than sixty (60) days after the date of Return Authorization issuance.
- Non-returnable products, including items sold as short-dated/firesale, samples, or donations.
- Products damaged by negligence, water, fire, smoke, or other insurable events.
- Products involved in salvage, bankruptcy, or insolvency proceedings.
- Products with opened packaging, missing or incorrect labeling, batch number, 2D barcode, or expiration date.
- Products returned without a valid RA number or with a missing RA number.

6. Credit Eligibility:

- **Direct Purchase:** Customers with a direct purchase contract may return any eligible product for reimbursement.
- Indirect Purchase: Customers with an indirect purchase contract can return eligible products purchased from an Authorized Distributor of Record (ADR) specified within the contract. Credits for returns will be issued at the lower of the current or contracted price at the time of purchase, or at a standard return price determined by Mullan if no contract price exists or if there is a lack of invoice price documentation.

7. Return Authorization and Procedures:

7.1 Prior Return Authorization Required: All returns require prior Return Authorization (RA). To request an RA and RA Labels, contact Mullan Customer Support by calling 1-800-673-9839 or by emailing

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<u>CustomerSupport@mullanpharma.com</u>. Incomplete information will result in the denial of the RA request.

The following information must be provided for return:

- 1) Purchase Order Number / Information
- 2) NDC Number
- 3) Product Name and Strength
- 4) Product Lot Number and Expiration Date
- 5) Reason for Return (Include photos for damaged products)
- 6) Return Quantity
- **7.2 RA Label:** Once the return is authorized by Mullan team, RA label will be provided to the customer. Please attach the RA Label to the outside of the return shipment package to ensure proper processing.
- **7.3 Additional Information:** Provide additional information as requested by Mullan to complete the return process.
- 7.4 Receipt of Returns: All returns must be received within sixty (60) days following the issuance of the RA Label. The RA Label must be affixed to the exterior of the box, and a copy of the Customer's Debit Memo for the returns should be included within the shipment. Products that do not comply with the above requirements will be quarantined. The issuance of an RA Label does not guarantee that Mullan will grant credit.

8. Compliance and Documentation:

When applicable, DSCSA Compliant Transaction Data must be provided upon request for credit reassessment. Failure to provide within ninety (90) days may result in denial of credit.

9. Exclusions:

Mullan will not honor any processing/handling, documentation, administrative or destruction fees assessed for the return, handling, processing, or incineration of product, excluding Mullan recalled products.

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