

Return Goods Policy

Non-Returnable Products:

- **Oncaspar**[®] (pegaspargase) injection and **DepoCyt**[®] (cytarabine liposome) injection are refrigerated drop ship prescription products not accepted for return due to the intrinsic properties of the drug compounds and specific requirements mandated by the U.S. Food and Drug Administration (FDA). These products must be maintained in “cold chain” environment which are temperature controlled conditions as specified on the product label until use. Once these products are removed from our internal Supply Chain control, product must be destroyed if returned, in accordance with the specifications mandated by the FDA, and cannot be resold.
- **Matulane**[®] (procarbazine hydrochloride) capsules is a drop-ship ambient prescription product shipped next day air directly to VA/FSS facilities from Sigma-Tau, or by specialty pharmacy distribution from Accredo Health Group, Inc.

Returnable Products:

- **Abelcet**[®] (amphotericin B lipid complex) injection is a refrigerated prescription product that can be returned for credit if expired and product is unopened in the original package and is not more than 12 months past expiration date.
- **Carnitor**[®] (levocarnitine) tablets, oral solution, sugar-free oral solution, and injection are ambient prescription products that can be returned for credit if the product is returned no earlier than 6 months prior to expiration date.
- **VSL#3**[®] Capsules or Packets is a refrigerated consumer product. **ProXeed**[®] Plus is an ambient consumer product. VSL#3[®] and ProXeed[®] Plus can be returned if expired and unopened in the original package (single sale units) and not more than 12 months past expiration date.

1. All returnable items must comply with the guidelines below:

- a. All return requests must contain a return goods authorization (RGA) form issued by Sigma-Tau Customer Service at (800) 447-0169. Return shipments without an RGA number will not be issued credit. Products that do not qualify for credit will be destroyed and will not be returned to the customer. Customers will not be notified of non-credited items.
- b. Sigma-Tau does not accept overstock product as returns and reserves the right to destroy product that is returned and is not in compliance with this policy, without credit or exchange.
- c. Shipping errors, damaged product, or order discrepancies must be reported within 4 business days from receipt of product. Failure to report order discrepancies releases Sigma-Tau from all liability.
- d. Return shipping will only be paid by Sigma-Tau if product shipping error or damage is due to Sigma-Tau error, or if product is recalled.
- e. Credit will not be issued for partial returns except in states where required by law.
- f. Sigma-Tau reserves the right to request proof of purchase such as invoice or PO number to confirm drug was purchased through authorized distribution channels.
- g. Sigma-Tau reserves the right to change or update this policy at any time.

2. Wholesalers:

- a. Wholesalers are not authorized to accept Sigma-Tau drop-ship prescription products from their customers as returns. These products include Matulane, Oncaspar, and DepoCyt.
- b. If the above listed conditions are met, approved products eligible for return will be issued credit at purchase price paid, less a 10% processing fee. The purchaser will bear the expense for product returns.
- c. Sigma-Tau does not pay 3rd party return fees.

3. Direct Customers:

- a. In compliance with Federal regulations, any return of ambient, non-expired, unopened prescription drug must accompany a prescription drug return authorization (PDMA) form signed by a pharmacist stating the product was kept under proper storage and handling conditions while in their possession and during the return shipment. Otherwise, product cannot be restocked and credit will not be issued.
- b. If the above listed conditions are met, approved products eligible for return will be issued credit at the lowest contract selling price or the original invoice, minus any adjustments for customary fees or other discounts, rebates, allowances, or chargebacks, less a 10% processing fee. The purchaser will bear the expense for product returns.