

Fresenius USA Marketing, Inc.

PHARMACEUTICAL REPLACEMENT/RETURN POLICY

For Authorized Distribution Sources; End User Customers are not covered by this policy and should contact their Distributors directly

Fresenius USA Marketing, Inc. ("FUSA") does not provide for replacement/return of any pharmaceutical product unless the following terms and conditions have been satisfied:

CLAIMS FOR LOSS OR DAMAGE IN SHIPMENT

- Claims for loss, shortage, breakage, leakage or other damage occurring in transit must be made to FUSA within forty-eight (48) hours of the date of invoice. The sole and exclusive remedy of the buyer is replacement of the affected products; the buyer agrees that no other remedy (including, but not limited to, incidental or consequential, or other damages of any kind) shall be available.

CLAIMS FOR DEFECTIVE OR INCORRECT SHIPMENTS

- Claims for products that are defective either before, during or after usage must be made to FUSA within twenty-four (24) hours of discovery of the defect. The sole and exclusive remedy of the buyer is replacement of the affected products; the buyer agrees that no other remedy (including, but not limited to, incidental or consequential, or other damages of any kind) shall be available.
- Claims for purchase orders that are partially or incorrectly filled must be made to FUSA within forty-eight (48) hours of the date of invoice. The sole and exclusive remedy of the buyer is replacement of the affected products; the buyer agrees that no other remedy (including, but not limited to, incidental or consequential, or other damages of any kind) shall be available.
- All claims involving chargebacks, discounts, pricing, returns or account receivable issues must be reported to FUSA within one (1) year of the date of invoice for the purchase in question. (Claims concerning loss, shortage, breakage, leakage, or other damage occurring in transit are covered elsewhere in this policy.)

MERCHANDISE FOR RETURN

- The sole and exclusive remedy of the buyer for returned goods is to receive a credit memo for the full amount of the price on the original invoice or purchase order less any applicable discounts or rebates; the buyer agrees that no other remedy shall be available. Returns will not be accepted for overstocked products for any reason including, but not limited to, incorrectly placed orders, or buyer's inability to sell the products.
- FUSA will accept products for exchange or credit, at FUSA's sole discretion, from six (6) months before the product expiration date to six (6) months after the expiration date. No exchange or credit will be allowed prior to the six (6) months before the expiration date or following the six (6) months after the expiration date, as measured by the date FUSA receives the returned product.
- Prior to any return of defective products, a letter, fax or email to PharmaRGADept@fmc-na.com requesting such return and a copy of the original purchase order or invoice must be forwarded to FUSA with the product name, lot number, expiration date, and quantity being returned. Upon receipt, review and approval of the request to return defective products, FUSA will mail or fax a Return Goods Authorization and instructions for the return of the product. Return requests received without the documentation referenced above will not be honored.

- Damaged merchandise must be accompanied by a signed receipt from the delivery service containing a description of all damage. In the absence of a signed receipt, the delivery carrier, not FUSA, shall be responsible for the damages.
- Drug wholesalers are authorized to accept returns of FUSA's products sold by the drug wholesaler to its end user or retail customers. Such returns remain subject to the terms and conditions outlined in this Pharmaceutical Replacement/Return Policy. FUSA will not accept direct returns from end user or retail customers.
- FUSA will not accept returns from third-party vendors.
- All returns must be on a freight-prepaid basis unless otherwise specified on the Return Goods Authorization form. FUSA is not responsible for payment of any processing fees.
- FUSA will not, under any circumstances, provide empty containers, empty labeled packages or loose labels for any purpose whatsoever.
- All returns must meet product specification requirements.

CUSTOMER CORRESPONDENCE

- For Return Goods Authorization or for more information concerning FUSA's Pharmaceutical Replacement/Return Policies, please contact the Pharma RGA Department @ 1-800-662-1237 X3300.
- Product and Returns Policy information is located @ www.fmcna.com