
Zydus Pharmaceuticals (USA) Inc. Return Goods Policy

This return goods policy applies to all ZyGeneric (68382), (70710) and Nesher (51477) labeled pharmaceutical products. All ZyGeneric and Nesher product returns must be sent prepaid to our designated return goods processor to the following address: **Inmar- South Dock, 4332 Empire Road, Fort Worth, TX 76155**. Zydus does not pay fees such as processing charges for returning any product other than recalled product. For customers using other return companies for processing and destruction Zydus will not assume responsibility for charges incurred.

Request for Return Authorizations (box labels) can be made by any of the below methods:

1. Accessing the Inmar website at <https://clsnetlink.com> (you will need to upload a PDF copy of your debit memo)
2. E-mail your debit memo to rarequest@inmar.com. Be sure to include NDC#, lot# and expiration dates assigned to each item.
3. Fax your debit memo to Inmar at 817-868-5343

Returnable Items (For Reimbursement):

- Products within six (6) months of expiration date and up to 12 months after the expiration date stated on the package. Products must be in sealed, full, unopened, original Zydus or Nesher containers.
- Products received in error or damaged in shipping to consignee (accompanied by a signed bill of lading noting such damage) if reported to Zydus customer service within 5 days of receipt and returned within 30 days.
- Prior written approval is required for all return of all overstocked product with greater than 12 months expiration dating. This merchandise will be subject to a 15% restocking fee.
- A DEA Form 222 is required in order to return C-II controlled substances. Please send DEA Form 222 requests to: **Fax # (817) 868-5342 or E-mail: 222@inmar.com**

Returnable Items (No Credit):

- Products returned without an approved Product Return Form.
- Products sold on a non-returnable basis, professional sample, or free goods.
- Partial or open bottles, except where required by law.
- Product which has been repackaged, product purchased through a bankruptcy sale, fire sale, distress merchandise, or product not in original container are not eligible for credit. Zydus will not credit for product damaged due to insurable causes such as fire, floods or earthquake.
- Products with broken seals, opened, coded, dated, damaged or missing label, or soiled packages.
- Products damaged at customer's warehouse or store, or not stored under proper conditions.
- Products with greater than six months expiration dating or are greater than 12 months past the expiration date.
- Private label products.
- Return of over stocked product without prior written approval of Zydus
- Merchandise distributed contrary to federal, state or local laws.
- Product not purchased from either Zydus or the customer's authorized distributor / wholesaler.

Valuation of Returns:

- Direct buying customers will be issued a credit by Zydus. This credit will be issued at the lowest of either original invoice price or the prevailing contract price on the date the goods are returned to Zydus.
- Non-Direct customers will receive credit directly from **Inmar**. If no contract exists, the credit will be issued based upon the lower of the current Zydus standard market price at the time the returned merchandise is received by Inmar OR the original Zydus contract price at point of purchase from the wholesaler.

Transportation Charges

- Prepaid by customer, unless shipped in error by Zydus.
- Returned product shipped collect will be refused.

Miscellaneous:

- Representatives cannot authorize return of in date product or pick up merchandise.
- Returned products will be promptly evaluated and credit will reflect eligibility and / or ineligibility. All products returned, whether eligible for credit or not, become property of Zydus. All products are returned with the understanding that they are subject to final review and evaluation by Zydus, and will be processed in accordance with the most recent return policy in effect at the time of the return.
- Wholesalers are not authorized to accept returns of Zydus products except in the case of mis-shipments or other ordering errors.
- Return chargebacks will be paid on original invoice date.
- Zydus reserves the right to amend this policy at any time.
- Claim merchandise-even exchange or credit will be allowed for loss or damage evident at delivery time if noted on the carrier' delivery receipt and reported to us within five days. Concealed loss or damage must be inspected by carrier within 15 days after delivery and carrier's inspection report must be forwarded to Zydus USA.
- Zydus USA policy strictly prohibits any sales representative or any other employee from giving samples or stock packages to any customer to replace merchandise. All returns must be made according to this return goods policy.

**Revised Effective
02/22/2017**