

**Sagent Pharmaceuticals, Inc.**  
**Wholesaler / Distributor**  
**Return Goods Policy**

**Prior Authorization:**

Prior authorization from Sagent Pharmaceuticals, or Sagent, in the form of a Returned Goods Authorization (RGA), is required for all product returns. Prior authorization and issuance of credit is subject to the below terms and conditions. Sagent's only authorized return facility is located at 4580 Mendenhall Road, Memphis, TN 38141 ("Sagent Memphis"). Sagent is not responsible for product shipping cost or other charges for products returned to a facility other than Sagent Memphis.

**Please contact Sagent customer service department at 866-625-1618 for RGA assistance.**

**Return Shipment Instructions:**

Returned products must contain a packing list with customer account information and debit memo (RGA) number clearly designated. Use only one debit memo (RGA) number per return shipment. If a return shipment is multiple boxes, photocopy paperwork with debit memo (RGA) number and place in each box. It is suggested that the return be insured and records kept. Sagent is not responsible for return shipments prior to receipt by Sagent Memphis.

All pre-authorized returns, evidenced by an RGA, must be sent to the following address:

Sagent Pharmaceuticals  
4580 Mendenhall Road  
Memphis, TN 38141

**Returnable Items:**

- Product must be within six (6) months prior to and twelve (12) months post expiration.
- Product must have a VALID Sagent lot number and expiry date.
- Product must be in original, unaltered container/trade package.

**Conditions for Returned Goods Credit:**

- A valid Return Goods Authorization (RGA) Number must accompany all returns for proper credit.
- RGA Numbers are valid for 90 days from issuance. Expired RGA Numbers will be considered invalid and no credit will be issued.

- All returned product must be received at Sagent Memphis within 90 days of RGA issuance to receive credit. Products that have been destroyed by customers or agent of customer will not receive credit.
- Partial returns will not be accepted.
- Product must not be damaged by fire, smoke, heat, water, acts of God or be returned as the result of bankruptcy proceedings.
- Product must not be damaged by improper handling, storage or shipping.
- Product must not require refrigeration.
- Packages must not be marked or disfigured in any way.
- Reimbursement price will be based on the lower of the customer's original purchase price or current price.
- Sagent will issue an eighty-percent (80%) credit allowance based on the lower of the customer's original purchase price or current price.
- Credit will be allowed toward future purchases of any Sagent products. Credits from returned goods are valid for one (1) year from the date of issuance.
- Returns totaling fifty dollars (\$50.00) or less are not eligible for credit.
- Product must be returned by the customer who purchased the product from Sagent. Credit will be issued to customer's account.
- Returned products will be verified by Sagent and the final credit will be calculated based upon Sagent's count.

### **Shipping Errors/Damaged Shipments:**

Products shipped in error by Sagent are subject to 100% replacement credit if reported to Sagent within ten (10) days of receipt and returned to Sagent in original condition within 25 days of receipt. Products damaged in transit are subject to 100% replacement credit if reported to Sagent within ten (10) working days of receipt and returned to Sagent within 25 days of receipt. Contact Sagent Customer Service at 866-625-1618 to report shipping errors or damaged shipments.

### **Return Transportation Charges:**

Prepaid by customer except when return is due to shipping error or products damaged in transit.

### **Terms of Return Policy:**

- Product(s) returned to the wholesaler/distributor by their customer(s) are not returnable to Sagent.
- Sagent will not reimburse customer costs relating to third-party returns, destruction charges, shipping costs or processing.
- All returns are subject to review by Sagent. Issuance of RGA does not guarantee credit. Credit issuance is dependent on confirmed receipt/review of return goods.
- Returns made to Sagent or its agent without prior approval, as evidenced by a Sagent RGA, will be destroyed and credit will not be issued.
- Sagent may, at its discretion, make exceptions to the returned goods policy based upon extenuating circumstances.

## **Non-Returnable Items/no credit:**

- Non-authorized products.
- Products with more than six (6) months dating.
- Opened products or products not in original containers/packaging.
- Product purchased as close-outs or other special pricing, e.g., free goods or short-dated promotions.
- Shipments received with concealed damages not reported within 10 days of receiving the shipment.
- Items not properly stored as outlined by the Prescription Drug Marketing Act.
- Private label, repackaged products or products not in the original Sagent container.
- Products discontinued for more than 12 months.
- Product for which proof of purchase cannot be verified.
- Products returned outside of this policy will not receive credit.

## **Product Recall:**

Should a product recall or withdrawal be necessary, Sagent will compensate its customers only for the reasonable expense incurred in performing all recall services requested by Sagent.

## **Other:**

Sagent Pharmaceutical reserves the right to impose a handling fee on all returned goods. Federal law prohibits our representatives from transporting products between accounts or picking-up returns. Sagent reserves the right to inspect all authorized returns prior to issuing credit and to destroy products deemed unfit for sale.