

RETURN GOODS POLICY

Effective September 1, 2021

Teligent Pharma, Inc. (Teligent) requires a completed, pre-approved Return Goods Authorization Form (“RGA Form”) for all returns. In order to be eligible for return, all product must have been purchased directly from Teligent. This policy is subject to the laws within the governing jurisdiction of the customer.

Items Eligible for Return

- Authorized returns include only products manufactured by Teligent in the Teligent labeler code 52565.
- Product with less than 6 months remaining shelf life.
- Expired products that are not more than 12 months past expiration date.
- Concealed damage claims made within 10 days of receipt.
- Product that has been damaged in shipping, reported within 72 hours of receipt and accompanied by a signed bill-of-lading noting damage and returned within 30 days.
- Product shipped in error that differs from corresponding Purchase Order and is reported within 72 hours of receipt.
- Product required to be returned as part of a formal recall or market withdrawal.

Non-Returnable Items

- Branded injectable products.
- Items overstocked by customer, unless agreed by Teligent in writing within 30 days of purchase.
- Product purchased in error by customer, unless agreed by Teligent in writing within 30 days of purchase.
- Unauthorized returns or products without a Return Goods Authorization Form.
- Returns made after 30 days from the date of the RGA Form issuance.
- Products with more than six (6) months remaining shelf life.
- Products beyond twelve (12) months of the expiration date.
- Products sold on a non-returnable basis or sold as short-dated inventory.
- Products sold as free goods or products provided at no charge for promotional incentives, samples.
- Products damaged by improper handling, storage, or shipping by purchaser.
- Products involved in fire, sacrifice, other insurable event or bankruptcy sale.
- Products not directly purchased from Teligent.
- Products purchased or distributed contrary to federal, state, or local laws.
- Products purchased for the purposes of government or other stockpiling programs.
- Partial, unless required by state law. Partial is defined as anything less than a full case.
- Products with missing label, carton, or lot number and expiration date or products marked, coded, or adulterated in any way.
- Private Label products or repacked goods.

Transportation

- Transportation charges on all returned goods are the responsibility of the customer, except when due to a Teligent error, as determined by Teligent.
- Merchandise cannot be sent via US mail. It must be traceable in the event a package is lost in transit.

Third Party Processing

- All third party processors must comply with all the requirements of Teligent's Return Goods Policy.
- Third party processors are not permitted to destroy Product unless authorized by Teligent in writing.
- Teligent will not accept returns from third party return processors for customers other than wholesalers, warehousing chains or other direct purchasers of Teligent product, unless a pre-approved contract has been agreed to and signed with Teligent.
- All returns from non-authorized customers sent to third party return processors will be destroyed and credit will not be issued.
- Teligent will not process returns using pricing from the third party's internally generated price list.
- Teligent will not reimburse any service fees to the customer or processing agent for any miscellaneous fees (eg. Handling, processing, or freight fees) incurred.
- Third party returns must be made in compliance with Teligent's RGA Form.

Terms of Policy

- Returns valued at less than \$100 will not be accepted.
- Teligent will issue credit for returns at the lower of the current contract selling price and the original invoiced price, less a 10% processing fee. No cash refunds will be processed.
- Product must be returned with an approved RGA Form. Teligent reserves the right to destroy all returns without an RGA Form, without recourse. RGA numbers are valid for 30 days from issuance. Expired RGA numbers will be considered invalid and no credit will be issued.
- Each box must contain a packing list with the customer's account information, RGA and the debit memo clearly designated. Only one debit memo number should be used per return shipment. If a return shipment is in multiple boxes, each box must contain a photocopy of the paperwork with the debit memo number, packing slip and RGA.
- Teligent will not accept deductions from invoice from returns. All returns will be processed in the form of a credit memo. Please do not make any deductions from remittances in anticipation of credit.
- Return good credit must be taken within one year of date of issue.
- Proof of return is the responsibility of the customer.



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Procedure for Returning Goods

Teligent has appointed Eversana as the only authorized return facility and incurs all charges for processing and destroying of eligible product returned to Eversana. A Return Goods Authorization Form is required for return of a product. Please contact Teligent Customer Service via telephone on 877-622-2330 or via fax at 414-434-6695, or email CS@Teligent.com to request an RGA Form. When the return is approved, the RGA Form will be provided to the customer via fax. Customer must detail the NDC number, product description, quantity, lot number, and expiration date as well as the reason for the return to Customer Service. Customer Service will provide complete shipping instructions with the RGA Form. A completed RGA Form must accompany all returns.

All returns should be sent (upon RGA issuance) to:

Eversana Life Science Services
c/o Teligent Pharma, Inc
4580 Mendenhall Road
Memphis, TN 38141

Disclaimer

- This Teligent Return Goods Policy supersedes all previous policies
- Teligent reserves the right to amend this statement of policy by written notification to customers.
- Teligent does not pay or reimburse fees incurred for the processing of our destruction of product processed through a third-party returns processing company.
- Products that do not qualify for credit or reimbursement will be destroyed and not returned to the customer.