

**Lifestar Pharma LLC (Lifestar) Returns Policy**  
**Effective: 9.1.2017**



**Lifestar Pharma LLC Return Goods Policy**

**EFFECTIVE: September 1, 2017**

Lifestar Pharma LLC (Lifestar) is dedicated to mutually rewarding business partnerships and the customer experience is important to us. In the event you need to return goods, please follow the instructions below:

**AUTHORIZATION:**

- All return authorization requests need to be faxed to Lifestar Customer Service at (201)818-2045 or e-mail: [CustomerService@mankindpharma.com](mailto:CustomerService@mankindpharma.com). Such pre-approval for returns shall not affect Lifestar's right to determine if the products qualify as returnable for credit.
- Lifestar reserves the right to request proof of purchase in the form of an invoice that identifies the name of the supplier, which is (or was at the time of purchase) an authorized distributor of record of Lifestar, and the quantity and date of purchase.
- Lifestar requires that all products must be returned through our authorized returns processor, Qualanex, LLC. All returnable product should be shipped to the following address, only after receiving a Returns Good Authorization from Lifestar to be eligible for reimbursement and destruction. Any product destroyed by a third-party logistics company will not be eligible for credit.

**Lifestar Pharma, LLC**  
**C/O Qualanex, LLC**  
**1410 Harris Road**  
**Libertyville, IL, Zip 60048**  
**T: 800-505-9291**  
**F: 847-775-7258**  
**E: [customerservice@qualanex.com](mailto:customerservice@qualanex.com)**

**RETURNABLE ITEMS:**

A product qualifies for reimbursement if:

- Direct Contract: Customers with a direct purchase contract with Lifestar may return for reimbursement any product purchased directly from Lifestar;
- Indirect Contract: Customers with an indirect purchase contract with Lifestar may return for reimbursement any product purchased from any of the Authorized Servicing Wholesalers specifically identified within its indirect contract (note: wholesalers listed as authorized wholesalers for the purpose of state pedigree laws do not qualify as "Authorized Servicing Wholesalers" for the separate and distinct purposes of this Return Goods Policy);
- It is returned to Qualanex for processing;
- It is a Lifestar labeled product with labeler code (70756) distributed through Lifestar;
- Product is in original container bearing its original label and legible lot number and expiration date;
- Product with less than 6 months remaining shelf life but not more than 12 months beyond expiration date;

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- Approved partials
- Product that has been damaged in transit with a signed BOL noting the damage and where Lifestar Customer Service has been notified within five (5) business days from receipt and returned within 15 days of receipt. Contact Lifestar Customer Service at (551)236-5700 or via e-mail: [CustomerService@mankindpharma.com](mailto:CustomerService@mankindpharma.com).
- Product shipped in error on the part of Lifestar provided Lifestar Customer Service is notified of the error within five (5) business days of receipt. A storage verification document may be required for errors in shipment. Contact Lifestar Customer Service at (551)236-5700 or via e-mail: [CustomerService@mankindpharma.com](mailto:CustomerService@mankindpharma.com). Failure to follow process could result in no credit being issued.

### **RETURNABLE ITEMS, NO REIMBURSEMENT:**

The following may be returned, but no reimbursement will be given or issued:

- Product with greater than six (6) month remaining shelf life;
- Product retained more than twelve (12) months beyond expiration date;
- Overstock, unless agreed by Lifestar;
- Product not in original containers;
- Private label products, repacked or repackaged goods or patient labeled product;
- Product with missing label or with missing lot number and/or expiration date or products marked, coded or adulterated in any way;
- Partial product for suspensions, liquids, powders, solutions and/or ointments, except where mandated by state statute;
- Product involved in salvage, bankruptcy or insolvency proceedings;
- Product sold on a non-returnable basis;
- Product sold as free goods or distributed at no charge, including professional samples or short dated products sold as such;
- Product purchased on behalf of other manufacturers, institutions, contract research organizations, or others for use in clinical trial or for charitable donations;
- Product obtained illegally or via diverted means;
- Product purchased from a distributor who is not an Authorized Distributor of Record;
- Product that Lifestar determines is adulterated, misbranded or counterfeit;
- Product purchased or distributed contrary to federal, state, or local law or regulation;
- Product distributed outside the United States, Puerto Rico and all U.S. Territories;

### **DISCONTINUED PRODUCTS:**

- Reimbursement for discontinued products will follow the Lifestar Return Goods Policy unless otherwise noted in the Lifestar discontinuation notice.

### **PROCEDURES FOR RETURNING PRODUCT:**

- All returns, except products damaged in transit, products shipped in error by Lifestar or ordered in error, are to be shipped to Qualanex for processing and destruction. Credit will be issued per Lifestar terms noted herein unless notified by customer, with copy of, or citation to, the applicable statute/regulation that state or local law requires otherwise.
- Controlled substances must be returned to Qualanex in accordance with Federal and State regulations governing the transfer of these substances. Prior to the return of any Schedule II narcotic, a DEA Form 222 must be issued by Qualanex. DEA 222 forms may be found on the Qualanex website: [www.qualanex.com](http://www.qualanex.com).

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- To ensure appropriate value can be determined, Lifestar requires the following detail from each returning entity:
  - Detailed itemized list of products and Debit Memo numbers in the container with your returned product. Information to be included:
    - Debit memo date, number and amount;
    - Returning customer name, street address, city, state, zip code and DEA#;
    - Authorized wholesaler name, street address, account #
    - Product details including: NDC#, product description, lot#, expiration date and quantity (UOM).
- Contact Lifestar Customer Service for instructions on returning products damaged in transit, products shipped in error by Lifestar or ordered in error: Lifestar Customer Service (551)236-5700 or via e-mail: [CustomerService@mankindpharma.com](mailto:CustomerService@mankindpharma.com).

#### **TRANSPORTATION CHARGES:**

- Prepaid by customer except when error is due to Lifestar, as determined by Lifestar. It is recommended that customers insure all return product shipments.

#### **TERMS OF POLICY:**

- For **RETAIL RETURN GOODS**, a credit will be issued per the following:
  - Direct contract price for products returned directly to Qualanex. Credit will be issued at the lowest direct price in the past two (2) years from time the returned merchandise is received by Qualanex.
  - Indirect contract price for products returned directly to Qualanex. Credit will be issued at the lowest indirect price in the past two (2) years from time the returned merchandise is received by Qualanex.
  - In the case where both a direct and indirect contract price exists for that specific customer over the past two (2) year period:
    - If the direct price is lower, credit will be issued directly to the retailer
    - If the indirect price is lower, credit will be issued to the wholesaler
- For **WHOLESALE/3<sup>rd</sup> PARTY RETURN GOODS**, a credit will be issued per the following:
  - WAC for products returned by an authorized wholesaler DC. Credit will be issued to authorized wholesaler at the lowest WAC over the past two (2) years from time the returned merchandise is received by Qualanex.
  - Indirect Contract price for products returned by 3<sup>rd</sup> party customers (source program or otherwise). Products purchased indirectly (3<sup>rd</sup> Party Return Goods) must be returned to the authorized wholesaler through which the original purchase was made. Credit will be issued to authorized wholesaler at the lowest indirect contract price available to customer or a standard Lifestar selling price if no contract exists in the past two (2) years from time the returned merchandise is received by Qualanex.
  - Indirect/3<sup>rd</sup> party customers must contact their authorized wholesaler for reimbursement.
  - Any other scenario outside the aforementioned will be handled on a case by case basis at Lifestar discretion.
- Customers are prohibited from deducting based on debit memo amounts without prior approval of such transaction from Lifestar. Debit memo amounts are often estimated and not formally considered valid by Lifestar until final approvals have been secured and therefore should not be deducted from future payments to Lifestar.

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- **Indirect / Third Party** customer returns which are batched and/or consolidated by third party return processors must meet the following additional requirements in order to receive return credit from Lifestar.
  - All product returns which were initially awarded pursuant to a government contract must be returned on a separate debit memo, with a unique debit memo prefix identifying if such product was initially sold to either a 340B entity or any other government entity (i.e. VA Hospital).
  - All debit memo prefixes must be sent to Lifestar attention at [CustomerService@mankindpharma.com](mailto:CustomerService@mankindpharma.com).
  - All batched product returns which consist of numerous end customers must also contain additional end customer level detail, segmented by end customer level detail, on the debit memo at the time of the return to Qualanex.

#### **THIRD PARTY PROCESSING:**

- Third party processors must comply with all requirements of Lifestar Return Goods Policy.
- Lifestar will not process returns using pricing from the third party's internally generated price list.
- Lifestar will not reimburse any service fees to the customer of processing agent for the miscellaneous fees (i.e., handling, processing fees) or freight charges incurred. No credit will be issued if included in debit memo amount.
- Third party returns must be in compliance with Lifestar's return policy.

#### **MISCELLANEOUS:**

- Lifestar reserves the right to make the final determination on the valuation of the return.
- Full bottles will be issued full credit
- Credit for approved partials will be credited for the % or exact counts of quantity returned.
- Product returns will only be credited if negative chargebacks have been submitted.
- Return good credit must be taken within one year of date of issue.
- Proof of return is the customer's responsibility.

#### **COMPANY DISCLAIMERS:**

- Sales representatives are not permitted to authorize/pick-up returned goods.
- All transportation charges including insurance are the responsibility of the customer.
- Lifestar reserves right to destroy all merchandise returned that is not eligible for credit or does not conform to the Lifestar return goods policy.
- Lifestar does not pay or reimburse fees incurred for the processing of or destruction of products processed through a third party returns processing company.
- Lifestar is not responsible for return shipments lost in transit or received in damaged condition.
- Any exceptions to this policy are within the sole discretion of Lifestar.
- Lifestar reserves the right to change or update this policy upon written notice to customers.