

RETURN GOODS POLICY

Biomes Pharmaceuticals, LLC

POLICY STATEMENT:

Biomes Pharmaceuticals, LLC (Biomes) requires that all returns be authorized and accompanied by a completed **Return Authorization Form (RAF)**. All returns are subject to prior Biomes approval. Biomes will only accept returns from customers who have purchased products directly from Biomes.

RETURNABLE ITEMS

- In-date products, in their original container and bearing their original label, within 3 months of their expiration date
- Expired product, in the original container and bearing the original label that is not more than 12 months past expiration date
- Product with concealed damage or product shipped directly that is damaged in transit (accompanied by signed bill of lading noting damage); reported to Customer Service within 10 days of receipt
- Products shipped in error by Biomes, if reported to Customer Service within 96 hours of receipt and returned within 30 days
- Discontinued, withdrawn or recalled merchandise
- Full packages¹, if they are in original BIOMES packaging
- Only product purchased directly, or from an authorized BIOMES wholesaler, is eligible for credit

NON-RETURNABLE ITEMS (NO CREDIT)

All products other than listed above shall be deemed “not returnable”. Non-returnable products include, without limitation:

- Products returned without approved authorization
- Products labeled, marked, coded, dated, damaged, soiled or adulterated in any way
- Products sold on a non-returnable basis
- Products provided free of charge as a promotional incentive, including samples
- Products damaged or deteriorated due to conditions beyond manufacturer control, such as improper storage or handling (heat, cold, or exposed to fire, smoke, or water)
- Product not in sealed original container or partial container as distributed by BIOMES
- Products that are more than 12 months past the expiration date
- Products with more than 3 months of dating remaining until expiry
- Products that have been discontinued more than 6 months
- Product involved in distressed, sacrifice, fire or bankruptcy sale
- Product purchased or otherwise obtained in violation of any Federal, State, or local law or regulation
- Returns that exceed 90 days from date of Return Authorization
- Products received with concealed damages not reported within 10 days

¹ A full package is a complete package of the smallest size provided by BIOMES with an NDC. For example, Crinone 8% is sold in 3 boxes of 6 each. A box of 6 applicators can be returned (BIOMES does not require the entire selling unit of 18 applicators).

THIRD PARTY RETURN PROCESSING

All third party processors must comply with all requirements of the Biomes return goods policy. Biomes “authorized” Third Party Processors must provide proof of destruction for short dated and out of date product. All products with less than 3 month dating must be returned to Biomes. Biomes does not accept returns from third party return processors for customers other than Authorized Distributors of Record or warehousing chains which purchase directly from Biomes. Any returns for non-authorized customers sent to third party return processors will be refused. Biomes will not process returns using pricing from a third party price list. Biomes will not reimburse any service fees to the customer or processing agent for miscellaneous fees (i.e. handling, processing fees) or freight charges incurred. It is the customer's responsibility to insure that third party return processors comply with the Biomes return policy. Third party returns must be in agreement with a RAF and packaged with reasonable product care.

PROCEDURE FOR RETURNING MERCHANDISE

Step 1: Requesting a Return

a) Direct purchasing customers must contact a Biomes Customer Service Representative who will provide a RAF with instructions for return. This authorization form which lists product name, NDC #, lot #, expiration date, price and quantity of each item being returned will also serve as your packing slip. Any product return that is not detailed on the completed RAF will not receive credit, will not be accepted for return, and will be destroyed by Biomes or returned to the customer at customer expense.

b) Once the Return Authorization Number is issued, clearly label each carton with the Return Authorization Number and Debit Memo Number. This will ensure that proper credit is received.

Step 2: Returning Merchandise

Product Returns. Ship freight to the following address:

Attn: Biomes Pharmaceuticals, LLC Returns
RA # (supply the number issued by Biomes)
2350 Port Lansing Suite 1
Lansing, MI 48906

For returns of Schedule III drugs, do not mark shipping carton with actual product content.

TRANSPORTATION CHARGES

Transportation and insurance charges on all returned merchandise are the responsibility of the customer except when due to Biomes error, as determined by Biomes.

Merchandise cannot be sent via US mail. It must be traceable in the event a package is lost in transit.

TERMS OF RETURN POLICY

- A credit less 2% will be issued for the lowest price at which a specific lot number was actually sold to a commercial buyer.
- All returns will be in the form of an account credit memo, no cash returns.

