



THERAPEUTICS

Effective April 1, 2025 **Return Materials Policy**

Merz Pharmaceuticals, LLC (“Merz”) reserves the right to modify this Merz Return Policy (the “Policy”) at any time without advance notice and reserves the right to make Policy exceptions for extenuating circumstances. All returns must be authorized. Eligible products under this Policy may be returned for credit, with prior written authorization from Merz. No credit will be provided without prior written authorization.

Merz will accept returnable Products (Section 1 below) and unreturnable Products (Section 2 below) that have concealed or actual damage, have been shipped in error or are subject to a market recall or market withdrawal (see Section 8 below) for credit, as set forth herein.

- 1. Products Returnable for Credit.** Subject to the terms of this Policy, Merz will accept return of the following Product for credit: Cuvposa® (glycopyrrolate) oral solution.
- 2. Products Not Returnable for Credit.** Except as provided by applicable law and except as otherwise permitted under this Policy, the following products are not returnable for credit:
 - Ampyra® (dalfampridine) extended release tablets
 - Coaptite®
 - Inbrija® (levodopa inhalation powder) and inhaler
 - Prolaryn® Gel
 - Prolaryn® Plus
 - Rigid Needle, 25ga X 1.5, Huber Tip
 - Rigid Needle, 16ga-24ga, 25cm, 17° Tip
 - Rigid Needle, 21ga X 37cm, Pencil Point
 - XEOMIN® (incobotulinum toxinA) Therapeutic 50 unit vial
 - XEOMIN® (incobotulinum toxinA) Therapeutic 100 unit vial
 - XEOMIN® (incobotulinum toxinA) Therapeutic 200 unit vial
- 3. Unless otherwise required by applicable law, no Merz Product shall be returned for credit under any of the following circumstances:**
 - Product returned more than three (3) months prior to or more than twelve (12) months after lot expiration date.
 - Product is not full or has been opened
 - Product is not in its original packaging bearing its original label inclusive of legible lot number, NDC number, and expiration date, or such packaging has been marked or disfigured in any way, excluding labels affixed by a third-party return goods processing company so long as the affixed label does not obscure original label, NDC number, lot number, or expiration date
 - Wholesaler or distributor is not an authorized Merz trading partner
 - Professional samples or other no charge product
 - Product is deteriorated because of condition beyond Merz control (e.g., due to improper storage, heat, cold, water, smoke, fire, etc.)
 - Product contains a pharmacy generated prescription label
 - Retail, hospital, long-term care, etc. returns that are batched together; RMA must be separated by customer
 - Product is repackaged or trade packaging contains a quantity greater than the actual package size (overfilled packaging)

- 4. Return Authorization.** Returns must be properly authorized by Merz Customer Solutions personnel. Merz Territory Business Managers, Regional Sales Directors and any other Field-Based employees are not authorized to accept product or approve return of product. Return authorization is issued based upon unconfirmed representations made to Merz and is not intended to be a guarantee of credit or a basis for relying on receipt of credit. Merz may provide the necessary written authorization along with an RMA via email.
- 5. Return Materials Authorization Forms.** All requests for returns must be made with a Return Material Authorization (RMA) Form, below, and include the information requested in this Policy. The completed RMA Form must accompany each shipment of returned Product; unauthorized returns may be returned to customer freight collect. For Cuvposa, Customer must first submit a debit memo; Merz will issue an RMA Form within 45 calendar days of receipt of a customer's debit memo.

- For **Xeomin®**, **Prolaryn®**, **Coaptite®**, **Cuvposa®** and any needle products, please send RMA Form requests via email or fax to the attention of:

Merz Return Goods
Email: therapeuticreturns@merz.com
Fax: 877-883-6381

- For **Ampyra®** and **Inbrija®** products, please send RMA Form requests via email or fax to the attention of:

Merz Pharmaceuticals, LLC
E-mail: GMB-SPS-Returnrequests@cordlogistics.com
Fax: 614-652-027

- **Information Required for Return.** Requests for such authorization must include the information listed below:
 - Reason for Return
 - Itemized Product List
 - Lot Number
 - Purchase Order Number
 - Lot Expiration Date
 - Product NDC and Lot Number
 - Product Quantity
 - DEA Registration Number
 - Indirect customers must provide their wholesaler's name and address.
 - Batched returns submitted under any name and address other than indirect account itself will not be accepted for credit.
 - Debit Memo (for Cuvposa): Product must be returned on a separate debit memo or invoice statement not commingled with any other manufacturer's Product; debit memo must include NDC, lot number, quantity and expiration date.
 - Photos of inner and outer cartons (Damages)
 - Photos of outer labels (Overages)

6. Shipment of Returns

- Customers can ship returnable **Cuvposa®**, **Xeomin®**, **Prolaryn®** and any needle products to:
Merz North America Attn: Returns
13900 West Grandview Parkway
Sturtevant, WI 53177
- Customers can ship returnable **Ampyra®** and **Inbrija®** to:
Merz Pharmaceuticals, LLC
Attn: Returns Department 15 Ingram Blvd., DOCK 43
LaVergne, TN 37086

Returns are subject to Merz inspection and acceptance and are not deductible from any outstanding

invoice until a Credit Memorandum is issued. Unauthorized deductions for returns may result in held customer orders. Approved Product returns must be shipped within sixty (60) days of authorization date; if shipped on day sixty-one (61) or after, Product is ineligible for credit.

Customers are responsible for prepaid shipping charges for returns unless the return is due to a shipping error or product quality issue from Merz. It is recommended that customers ensure all return shipments; Merz cannot be held responsible for shipments lost in transit or received in damaged condition.

All Merz products received outside of the provisions of this Policy will be destroyed with no credit issued and no product placement provided. Merz reserves the right to destroy, without recourse, all returned Products. Merz Products are returnable for destruction, regardless of credit eligibility.

- 7. Credits Available.** Assuming Policy requirements are met, Merz will issue a credit memorandum at:
- Except as otherwise provided herein, 90% of the Merz current Product wholesale acquisition cost (WAC)¹ (as of the time of return)
 - For indirect retail and specialty pharmacy customers, authorized returns will be credited through such indirect customer's wholesaler
 - Authorized returns purchased at a contract price or through a promotional price program will be credited at the contract or promotional price.
 - Merz will not pay or issue credit for any process and handling fees (e.g., Returns Processor).

8. Reporting Damage, Shipping Errors; Product Recall or Market Withdrawal

- **Xeomin®, Prolaryn®, Coaptite®, Cuvposa® and any needle products:** Report to Merz Customer Service at **(855) 463-7989** within the timelines provided below. For any damaged products, include support photos to therapeuticreturns@merz.com, and note damages on bill of lading provided by the carrier.
- **Ampyra® and Inbrija® products:** Report to Merz Customer Service at **(877) 663-5392** within the timelines provided below. For any damaged products, include support photos to GMB-SPS-DAMAGES@cordlogistics.com, and note damages on bill of lading provided by the carrier.
- **Concealed Damage.** Customer must report any concealed damage within thirty (30) business days of Product receipt. Failure to report any concealed damage within this timeframe may result in a denied claim with no credit or replacement product. Upon receipt of the returned item, Merz will ship a replacement product and issue a full credit for the original order.
- **Visible Damage.** Customer must report any visual damage within ten (10) business days of Product receipt. Failure to report any visible damage within this timeframe may result in a denied claim with no credit or replacement product. Upon receipt of the returned item, Merz will ship a replacement product and issue a full credit for the original order.
- **Shipping Errors.** Customer must report a shipping error within three (3) business days of Product receipt. Failure to report Product received in error may result in a denied claim with no credit or replacement product. Upon receipt of the returned item, Merz will issue a full credit for the original order.
- **Product Recall or Market Withdrawal.** For returns resulting from a product recall or market withdrawal initiated by Merz or required by order of a federal or state agency, Merz will issue a full credit for the original order .

¹ The term "Wholesale Acquisition Cost ("WAC") means the price of the unit of Product as reported by a nationally recognized third party data service (e.g. Medi-Span Price Rx) from time-to-time and published in accordance with acceptable industry practice and does not take into account any payment terms or other discounts, rebates, chargebacks or price concessions.