



Effective December 14, 2021
Return Materials Policy
Direct, Wholesale, Distribution, Government,
Retail and Specialty Pharmacy Sales
Tx Injectables and Neurosciences

Merz Pharmaceuticals, LLC (Merz) Return Materials Policy is subject to change with a thirty (30) day notification after December 14, 2021. 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.

Procedure for Returning Product

Authorization to return Product can only be provided by authorized personnel from Merz Headquarters in Raleigh, NC. Merz Territory Business Managers, Regional Sales Directors and any other Field-Based employees are not authorized to accept Product or approve return of Product. Requests for such authorization must include an itemized list of Products, lot numbers, lot expiration dates, and reason for the request. To obtain a Return Materials Authorization (RMA) form, requests should be sent via email or fax to the attention of:

Merz Return Goods
Email: returngoods@merz.com
Fax: 1-866-862-1212

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. 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.

Merz will issue an RMA within 45 calendar days of receipt of a customer's debit memo.

Customers can ship returnable Products with itemized list following receipt of the authorization to:

Merz North America
Attn: Receiving
13900 West Grandview Parkway
Sturtevant, WI 53177

Shipping charges for Product returned for credit are the responsibility of the customer and must be prepaid by the customer unless the return is a result of a shipping error or product quality issue on the part of Merz.

Credit Memorandum will be issued at:

- 90% of the Merz current wholesale acquisition cost (WAC) of the product
- 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.

Products Returnable for Credit:

(Ref: Product Listing – Appendix A)

- Product within three (3) months prior to or twelve (12) months after, lot expiration date is considered outdated for all Products
- Unopened Product in its original packaging bearing its original label and for which the lot number and expiration date are legible
- Full and unopened solids, liquids, creams, and gels returned in original packaging
- Concealed damages must be reported to Merz and accompanied by pictures within thirty (30) days of receipt.
- Product with apparent damages must be reported within ten (10) days of receipt; all efforts must be made to note damages on bill of Lading provided by the carrier.
- Shipping overages and shortages must be reported within ten (10) days of receipt; adjustments may be made after an investigation by Merz is completed.

Products Not Returnable for Credit:

(Ref: Product Listing – Appendix B)

- All sales are final for Products Not Returnable for Credit except if required by state or federal laws.
- If you receive an order for Products Not Returnable for Credit from Merz that contains damaged product, please contact the carrier directly to initiate an investigation.
- Any claim of shipment shortages, damages, overages or loss must be reported to Merz by phone (1-866-862-1211) or email, returngoods@merz.com within 10 days of shipment receipt.
- Returns may be permitted if Product is damaged prior to receipt at customer's location; credit will be at original invoice price.

All other Products:

- Product or short-dated Product that was purchased on a non-returnable basis
- Wholesaler or distributor is not an authorized Merz trading partner.
- Product is not returned in the original package.
- Distressed Product obtained through bankruptcy, liquidation, sacrifice sale or going out-of-business sale.
- Professional samples or other no charge Product
- Product obtained illegally or re-imported from outside the United States.
- Product involved in a customer inventory reduction.
- Product was handled and stored contrary to the package insert.
- 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.

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- Product packages that have 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 Merz's original Product label description, NDC number, lot number, and expiration date.
 - Product returned more than three (3) months prior to or more than twelve (12) months after lot expiration date.
 - No partial packaging returns will be accepted.
 - No partial Product returns will be accepted for solids, liquids, creams and gels.
 - Product is sent to another processing facility and destroyed without Merz's authorization.
 - Retail, hospital, long-term care, etc. returns that are batched together; RMA must be separated by customer.
 - Product lot number and/or expiration date are not legible.
 - Product is repackaged or trade packaging contains a quantity greater than the actual package size (overfilled packaging).
 - If non-Merz Products (foreign) are returned to Merz.

Special Instructions or Conditions:

- Provide 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.
- Product must be returned on a separate debit memo or invoice statement not comingled with any other manufacturer's Product; debit memo must include NDC, lot number, quantity and expiration date.
- It is recommended that customers insure all return shipments; Merz cannot be held responsible for shipments lost in transit or received in damaged condition.
- RMA form must accompany each shipment of returned Product; unauthorized returns may be returned to customer freight collect.
- Merz reserves the right to destroy, without recourse, all returned Products.
- Merz Products are returnable for destruction, regardless of credit eligibility.
- Merz will not pay or issue credit for any process and handling fees (e.g., Returns Processor).

Product Recall:

Instructions for returning recall Product will be referenced on the official recall notification at the time of the event. Credit will be issued at the current wholesale acquisition cost or contract price paid. Reimbursement for reasonable expenses incurred due to Merz recall will be based on HDMA guidelines.

Appendix A – Returnable Products

NDC Number 0259-	Product	Package Size
0501-16	Cuvposa® (glycopyrrolate) oral solution	16 oz.
0502-16	Glycopyrrolate oral solution (Authorized Generic)	16 oz.

Appendix B – Non-Returnable Products

NDC/Part Number	Product	Package Size
5033878	PROLARYN™ Gel	Case pack is determined by order
5033877	PROLARYN™ Plus	Case pack is determined by order
0259-1605-01	XEOMIN® (incobotulinum toxinA) Therapeutic 50 unit vial	50 U
0259-1610-01	XEOMIN® (incobotulinum toxinA) Therapeutic 100 unit vial	100 U
0259-1620-01	XEOMIN® (incobotulinum toxinA) Therapeutic 200 unit vial	200 U

Merz reserves the right to update Appendix A and B at any time.