



MYLAN PHARMACEUTICALS INC.

RETURN GOODS POLICY WHOLESALE/DISTRIBUTORS

A. AUTHORIZATION:

1. **PRIOR AUTHORIZATION IS REQUIRED. Authorization must be obtained by calling Stericycle, Inc. at (877) 546-8441.**
2. Mylan Pharmaceuticals Inc. ("Mylan") reserves the right to destroy, as having no value, any product returned without proper authorization.
3. Return authorizations are valid for a period of thirty (30) days only. Returns received with outdated/invalid authorizations will be handled as unauthorized returns and destroyed without credit.
4. In order to receive credit, each box of returns must contain a signed Credit Authorization and Acceptance Agreement with a preprinted return authorization shipping label attached to the outer carton or the box of returns will be destroyed without credit.

B. RETURNABLE ITEMS: In order to be returnable, a product must meet all of the following requirements:

1. **Products must be full bottles only within the following expiry timeframe:**

SIX (6) MONTHS PRIOR TO EXPIRATION DATE
UP TO TWELVE (12) MONTHS PAST EXPIRATION DATE

2. Products must be Mylan label product. Only full bottles are returnable.
3. Only the original purchaser may return product.
4. Products must be in original sealed containers.

C. NON- RETURNABLE ITEMS: All products not specifically identified in Paragraph B above are non-returnable items. The following list of non-returnable items is for example only and shall not be construed as an all inclusive list.

1. Unauthorized product returns
2. Partial bottle returns regardless of expiration date
3. Products which have deteriorated because of inherent characteristics or as a result of improper storage
4. Products damaged by fire, smoke, water or other influences beyond Mylan's control
5. Products in unsalable condition due to broken seals, soiled packages, or with price marked labels
6. Products involved in sacrifice, fire, or bankruptcy sales



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7. Products sold on a non-returnable basis
8. Adulterated products
9. Package sizes of product greater than one thousand (1,000)
10. No credit will be issued to wholesalers/distributors that do not purchase Mylan products directly from Mylan

D. DAMAGED PRODUCT AND CONCEALED SHORTAGES:

1. All claims for items damaged in transit, either concealed or otherwise, must be submitted to Mylan along with a copy of the carrier notification, within ninety (90) days of Mylan's invoice date.
2. All claims for concealed shortages must be submitted in writing within ninety (90) days of Mylan's invoice date to be eligible for credit.

E. TRANSPORTATION CHARGES:

All return shipments must be sent freight prepaid to:

Stericycle, Inc.
Receiving Dock #19
2670 Executive Drive
Indianapolis, IN 46241

F. TERMS:

Mylan will value properly returned goods purchased directly from Mylan at the selling price as of the return date.

G. COMPANY DISCLAIMER:

Mylan, at its sole discretion, reserves the right to destroy products as having no value when deemed unfit for sale whether it is returned with or without approval.

H. ADDITIONAL COMMENTS:

Mylan reserves the right to disallow claims for outdated product where the aggregate return value by the customer during the twelve (12) month period immediately preceding the requested return is in excess of one percent (1%) of total aggregate purchases by such customer during the same twelve (12) month period. Please allow four (4) to six (6) weeks for a return to be processed.