

RETURNED GOODS POLICY (this "Policy")
EFFECTIVE DATE: JULY 1, 2012

This Policy applies to all products distributed by Mylan Specialty L.P. f/k/a Dey Pharma, L.P. ("**Mylan Specialty**").

AUTHORIZATION:

PRIOR AUTHORIZATION IS REQUIRED IN ORDER TO RETURN MYLAN SPECIALTY PRODUCTS. Authorization must be obtained by calling the RG Agent at the number provided below or visiting its website. Return authorizations are valid for a period of thirty (30) days from the date the authorization is issued. Mylan Specialty representatives are not authorized to accept returned products or to approve the return of product.

CRITERIA FOR REIMBURSEMENT:

IN ORDER TO BE ELIGIBLE FOR REIMBURSEMENT, RETURNED PRODUCTS MUST MEET ALL OF THE FOLLOWING REQUIREMENTS.

- Product must be in original containers, bearing its original label and for which the lot number and expiration date are legible.
- Product must be within **six (6) months prior to expiration date.**
- Product must be within **twelve (12) months past expiration date.** Product expiration occurs on the last day of the month of the expiration noted on the product.

RETURNED PRODUCTS – NOT ELIGIBLE FOR REIMBURSEMENT:

ALL PRODUCTS THAT DO NOT SPECIFICALLY MEET THE CRITERIA SET FORTH ABOVE FOR REIMBURSEMENT WILL BE DESTROYED AND NO REIMBURSEMENT WILL BE ISSUED. The following list of returned products not eligible for reimbursement is for example only and shall not be construed as an all inclusive list.

- Batch and/or bundled returns.
- Product returned with greater than six (6) months until expiration.
- Product returned more than twelve (12) months past the product's expiration date.
- Product in which the lot number and/or expiration date is missing, illegible, covered, and/or unreadable on original container.
- Product that has been involved in a sacrifice, fire, or bankruptcy sale.
- Product that has been damaged due to improper storage or handling, fire, smoke, flood, or catastrophe.
- Product that was sold expressly on a non-returnable basis.
- Product that is not in its original container and/or not bearing its original label.
- Product that is in its original container with a prescription label attached.
- Product that has been repackaged, customer-specific labeled, or private labeled.
- Product distributed by Mylan Specialty at no charge, including professional samples.
- Product purchased on behalf of other manufacturers, institutions, contract research organizations, or others for use in clinical trials or studies, Phase IV studies, or for charitable donations.
- Product obtained illegally or via diverted means.
- Product purchased on the "secondary source" market or from a distributor who is not a Mylan Specialty Authorized Distributor of Record. Mylan Specialty may request proof of purchase from a Mylan Specialty Authorized Distributor of Record.
- Product that Mylan Specialty determines, in its sole discretion, is otherwise adulterated, misbranded, or counterfeit.
- EpiPen® auto-injector may not be returned except in the case of unsold inventory from wholesalers and retail customers.
- Partial carton quantities (except in North Carolina, Georgia, or Mississippi; or in the case of recalled or withdrawn product).
- Product that was purchased more than one year ago for products with no expiration dates.

Mylan Specialty shall have the right to determine, in its sole discretion, whether returned products meet the criteria for reimbursement set forth herein.

Returned products that are determined not to be eligible for reimbursement under this Policy will not be returned to the customer or the third party processor and no reimbursement will be issued by Mylan

Specialty for said product unless state or local law requires otherwise. Mylan Specialty reserves the right to destroy, as having no value, any product returned that is determined not to be eligible for reimbursement under this Policy.

MYLAN SPECIALTY'S RETURNED GOODS AGENT:

Mylan Specialty representatives are not authorized to accept returned. Mylan Specialty's current returned goods agent is **GENCO Pharmaceutical Services** (the "**RG Agent**"). Mylan Specialty may select another RG Agent at any time at Mylan Specialty's sole discretion. Mylan Specialty shall be responsible for the costs of the RG Agent associated with the processing and destruction of returned products.

SHIPMENT OF RETURNED PRODUCTS:

Authorized returned products shall be shipped pre-paid to the RG Agent:

GENCO Pharmaceutical Services
6101 North 64th Street
Milwaukee, WI 53218

800-950-5479
GPScustomerservice@gencoatc.com

All returned products shipped to the RG Agent shall be shipped in a safe, secure, and reliable manner, and in compliance with all applicable federal, state and local laws, regulations and statutes. It is the shipper's responsibility to securely package all returned products to prevent breakage during transit and otherwise comply with laws and regulations applicable to the packaging, shipping and transport of returned products shipments. Broken product containers that do not contain any viable product are NOT to be shipped to the RG Agent. If any such containers are shipped to the RG Agent they will be disposed of and will not be reported as a product return eligible for reimbursement. Mylan Specialty is not responsible for shipments lost and/or damaged in transit. Mylan Specialty recommends that all customers insure returned products shipments.

Mylan Specialty is not responsible for the cost to ship returned goods from any customer or third party to the RG Agent. The RG Agent may refuse any returned goods shipments sent COD (collect on delivery).

Mylan Specialty will not reimburse or accept charges/deductions for administrative, handling, or freight charges associated with the return of product to Mylan Specialty, the RG Agent or any other third party returned goods processor. The RG Agent will accept Mylan Specialty returned products shipments from other third party return goods processors; however, any and all costs charged by such a third party are the responsibility of the customer, and Mylan Specialty will not be responsible for reimbursement of such costs.

REIMBURSEMENT:

All product returns that meet the criteria for reimbursement set forth in this Policy will be reimbursed by Mylan Specialty at the lower of:

- a) The current WAC at time of the return less 10%.
- or
- b) The price at which the product was purchased. The price at which the product was purchased will be determined by the last WAC for the lot number at the time the last unit of such lot was sold by Mylan Specialty, less any customer-specific contracted discounts.

The RG Agent will audit the returned products and final reimbursement will be based on the RG Agent's count of returned goods that meet the criteria for reimbursement set forth in this Policy.

Direct Customers will receive any reimbursement due for returned products in the form of a credit memo and any right of set-off for returned products may be exercised only following receipt of a properly issued credit memo.

To assist in accurate reimbursement processing, customers should include the following information with the returned products:

1. Return Originator name, mailing address and DEA number (for processor batch returns, each Return Originator must be provided)
2. Distributor/Wholesaler name, mailing address and DEA number (if product purchased from a distributor or wholesaler)

3. Remit-To name and mailing address
4. Debit Memo detail inclusive of debit memo creation date, product descriptions and NDC numbers, lot number, expiration date, quantity returned, anticipated value per unit returned and extended value per line, etc.

SHIPMENT ERRORS / DAMAGES:

All claims for items shipped in error or damaged in transit, either concealed or otherwise, must be submitted to Mylan Specialty Customer Service Department (1-800-395-3376) within seventy-two (72) hours of shipment receipt.

DISCONTINUED PRODUCTS:

Reimbursement for discontinued products is subject to this Policy unless otherwise noted in the discontinuation notices sent from Mylan Specialty.

DISPOSITION OF MYLAN SPECIALTY PRODUCT:

Customers may destroy product that has expired. It is the customer's responsibility to ensure that any destruction is carried out in accordance with DEA regulations. Reimbursement for Mylan Specialty product that has been destroyed by an entity other than the RG Agent, including other returned goods processing companies, will be considered only upon receipt by Mylan Specialty or the RG Agent of the Disposal Manifest from a DEA approved return company and the required documentation noted in the Reimbursement section of this Policy. Any and all costs charged by a third party to destroy such product are the responsibility of the customer, and Mylan Specialty will not be responsible for reimbursement of such costs. Reimbursement for destroyed Mylan Specialty product will be based on the terms and conditions of this Policy.

INDIRECT CUSTOMERS:

Except as specifically provided below, returned goods from Indirect Customers (any customer that purchases products from a wholesaler or distributor rather than directly from Mylan Specialty) shall be subject to the terms and conditions of this Policy, including, without limitation, the criteria for reimbursement.

- **Prior authorization is NOT required for returns from Indirect Customers.**
- Indirect Customers may request a One Box Return User Kit by calling the RG Agent or by visiting its website.
- Product returned before the product has reached its expiration date is NOT eligible for reimbursement.
- All returned products meeting the criteria for reimbursement will be reimbursed at the original contract price or the current contract price, whichever is lower.
- A check will be issued for returned products that meet the criteria for reimbursement set forth in this Policy. Please allow two (2) to four (4) weeks for checks to be issued after receipt of the returned product.

SUPERCEDES PRIOR POLICIES, AGREEMENTS AND COURSE OF DEALING:

This Policy shall supersede and/or serve as notice of termination of any previous agreement or policy, whether written, oral, or established through course of dealing between Mylan Specialty and customer with respect to the subject matter thereof.

AMENDMENT:

This Returned Goods Policy is subject to change at any time in Mylan Specialty's sole discretion and without prior notice to other parties.

** No agreement, purchase order, invoice or similar document shall be construed to modify any of the terms of this Policy, unless such document is signed by Mylan Specialty and expressly refers to this Policy and to all provisions of this Policy that the parties intend to modify. **