



Astellas Pharma US, Inc.
Return Goods Policy
Wholesalers, Distributors, Pharmacies and Hospitals

1. Policy Scope

This policy applies to the return of Astellas products by wholesalers, specialty distributors, retail pharmacies, specialty pharmacies, mail order pharmacies, and hospitals. For the return of Astellas products by physicians and non-hospital based clinics, see Astellas' Physician Return Goods Policy. This policy does not apply to product returns from manufacturers or exporters, or international sales.

2. Authorization

No prior authorization is required for the return of items detailed in Section 3 below with a value under \$5,000, except as noted in Sections 3.B and 3.C. Returns valued at \$5,000 or more require prior authorization from Astellas. Requests for authorization must be faxed to Astellas Customer Operations at 1-847-317-5973, and a copy of the authorization form received from Astellas must accompany the product return. Authorization of return does not constitute acceptance or acknowledgement of eligibility for credit. Eligibility shall be determined by compliance with all aspects of this policy. Authorized returns must be received by Astellas or its designee within 30 days of authorization for credit consideration.

3. Items Eligible for Credit

The following returned Product is eligible for credit, unless it is also covered by Section 4 below:

- A. Expired product in original, sealed, unopened package(s) with dating from six (6) months prior to expiration through twelve (12) months post-expiration. Product expiration occurs on the last day of the month of the expiration noted on the package.
- B. Product received with concealed damage and reported within 5 days of receipt to Astellas Customer Operations at 1-800-888-7704, ext 3. **Return authorization required regardless of value.**
- C. Product shipped from Astellas in error or damaged in shipment, and reported within 72 hours of receipt to Astellas Customer Operations at 1-800-888-7704, ext. 3. **Return authorization required regardless of value.**

4. Items Not Eligible for Credit

- A. Product that is not in its original, sealed, unopened package, including a package that has been marked, disfigured, or damaged by water or fire or any other cause.
- B. Product that has been held, stored, shipped, or returned in a container that, in Astellas' sole judgment, casts doubt on the safety, identity, quality, strength or purity of the Product.
- C. Customer specification, private label or re-packaged product.
- D. Product distributed by Astellas at no charge, including professional samples.
- E. Product purchased on behalf of other manufacturers, institutions, CRO's or others for use in clinical trials or studies, Phase IV studies, or for charitable donations.
- F. Discontinued product, unless otherwise indicated in an Astellas discontinuation notice document.
- G. Any partial unit of use or partial unit of sale (e.g., vials, bags, ampules, syringes of liquids/powders, or partial bottles of capsules/tablets which are not in their full, unopened container) unless specifically required by state law.
- H. Product which has been involved in a bankruptcy, receivership or similar sale.
- I. Product obtained illegally or through means that have not been authorized in writing by Astellas.
- J. Product that Astellas determines, in its sole discretion, is or may be adulterated, misbranded, or counterfeit.
- K. Product returns in excess of \$5000 that have not been authorized in accordance with this policy, and product returns otherwise not fully complying with all terms and conditions of this policy.

5. Return Location

All returns, except products shipped in error by Astellas*, must be shipped to the following address:

**Capital Returns, Inc.
C/O of CapOne Return Program
Astellas Pharma US, Inc. Returns
6101 N. 64th Street
Milwaukee, WI 53218
1-800-950-5479**

* Products shipped in error by Astellas must be returned to a location designated by Astellas Customer Operations (1-800-888-7704, ext. 3).

6. Additional Terms and Conditions of Return Goods Policy

- A. Astellas requires the following information to process a return request: NDC #, product description, quantity, batch/lot number, reason for return, invoice number of original purchase, product expiration date, wholesaler/distributor name and address (if applicable), and customer's name, address, phone number and current DEA number.
- B. Credit will be at 95% of the current WAC price (100% of the current WAC price for returns under Sections 3.B or 3.C) or, if a valid contract providing for the purchase of product exists between Astellas and the returning customer or its agent, at the contract price¹.
- C. Credit to customers purchasing directly from Astellas will be issued in the form of a credit memo. Credit to customers who purchased from another party, and not directly from Astellas, will be issued in the form of a credit memo or check, as determined by Astellas.
- D. Credit provided to FSS customers will be processed according to the published Astellas' Federal Supply Schedule at the time of return.
- E. Astellas shall have the right to destroy all products returned, regardless of whether eligible for credit.
- F. The customer shall be responsible for, and pay in advance, all shipping and insurance charges associated with the return of product, except for product returned as a result of Astellas' shipping error, concealed damage or damage in transit.
- G. Third party return distributors must request a return authorization for their customer returns with a value of \$5,000 or more and return product to Capital Returns for processing. The customer must pay all fees and expenses incurred with its third party return distributor.
- H. Astellas or Capital Returns shall have the right to determine, in its sole discretion, whether product returns qualify for credit.
- I. All quantity counts of returns by Astellas or Capital Returns shall be considered final and credited accordingly.
- J. Sales representatives are not authorized to accept the return of any product, to approve or authorize the return of any product, or to change any term or condition of this policy.
- K. This policy supersedes all previous Astellas return goods policies and is subject to change at any time.
- L. The provisions of any policies and terms of shipment issued by any wholesalers, specialty distributors, retail pharmacies, specialty pharmacies, mail order pharmacies, hospitals or third party return distributors shall not apply to returns of products to Astellas or Capital Returns. Only this policy shall apply to such returns.
- M. Any exceptions to this policy are within Astellas' sole discretion

For additional information or questions, please contact Astellas Customer Operations at 1-800-888-7704 ext 3.

Revised May 1, 2009

¹ In certain circumstances, where contract price has only recently changed, current contract pricing may not as yet have been loaded into return goods vendor's system; in such case credit will be given at the most recent customer price on record.