



Effective 7/1/2016

Rising Pharmaceuticals, Inc. is committed to excellence in customer service and satisfaction. Subject to the conditions set forth in this policy, Rising will accept short-dated/ outdated returns of pharmaceutical products and issue a credit as appropriate. Should you need to return goods, please request a RGA (Return Goods Authorization) from our selected returns processor: **Qualanex, LLC**. Return Authorizations can be obtained by: accessing the Qualanex Website at: www.qualanex.com, via telephone at 800.505.9291, email to customerservice@qualanex.com, or by fax at 847.775.7258.

CONCEALED DAMAGES/MIS-SHIPMENTS:

ALL CONCEALED DAMAGES OR MIS-SHIPMENT CLAIMS MUST BE REPORTED TO RISING PHARMACEUTICALS, INC. WITHIN TEN (10) BUSINESS DAYS OF ORDER RECEIPT. PLEASE CALL RISING CUSTOMER SERVICE AT 201.961.9000 FOR FURTHER INSTRUCTIONS. DO NOT RETURN DAMAGED OR MIS-SHIPPED PRODUCT TO QUALANEX.

RECALLS:

In the event of a recall, you will be notified by Rising Pharmaceuticals or its contracted recall processor with return instructions. Please do not return recalled product to Qualanex unless instructed to do so.

PROCEDURE FOR RETURNING SHORT-DATED/OUTDATED GOODS:

Pre-approval and a Return Goods Authorization form (RGA) are required for the return of all products. All return goods requests must contain the following information:

- Customer name, street address, telephone and fax numbers.
- Customer DEA number
- Contact name and contact information.
- Complete list of all products to be returned. Include: Product name, NDC #, lot #, expiration date and quantity to be returned.
- Debit memo or reference #.
- Wholesaler name, if applicable.
- Reason for return.

If approved, a RGA form will be provided. Qualanex will provide complete shipping instructions with the form. **This form must accompany all returns. RGA numbers are valid for sixty (60) days from date issued.**

Each return shipment must contain a copy of the issued RGA. If a return shipment has multiple boxes, photocopy the RGA form as needed, and place one in each box. It is suggested that the return be insured and records kept. Rising Pharmaceuticals is not responsible for shipments lost in transit.

Please return product, prepaid, and all applicable documents to:

Qualanex, LLC
1410 Harris Road
Libertyville, IL 60048

RETURNABLE ITEMS:

- Authorized returns include the following manufacturer's labeler codes only: **64980, 68585, and 16571**.
- Products that have been unopened, unmarked, and in full sale units.
- Product with less than six (6) months remaining shelf life.
- Expired product in original container/packaging with original labels may be returned for credit within one year (12 months) after the expiration date.
- Partial products for capsules, tablets, softgels, granules, oral solutions, syrups, and elixirs.

NON-RETURNABLE ITEMS:

- Products returned without an RGA form.
- Products with more than six (6) months remaining shelf life.
- Products retained more than twelve (12) months beyond expiration date.

- Partial products for suspensions, creams, ointments, pastes, powders for reconstitution, gels, oils, lotions, and ophthalmic or nasal solutions- except where mandated by state law, i.e., Georgia, North Carolina and Mississippi.
- Private Label products or repackaged goods.
- Products with missing label (unless error on the part of Rising) or with missing lot number and expiration date.
- Products marked, coded or adulterated in any way.
- Products sold as free goods or products provided at no charge for promotional incentives, samples, or any product identified as “non-returnable” and sold as such.
- Products damaged due to insurable causes such as fire or natural disasters, or if damaged/deteriorated due to improper handling or storage by the customer.
- Products involved in distressed, sacrifice, fire or bankruptcy sale.
- Returns made after sixty (60) days from the date of the RGA.
- Overstocked product, unless agreed by Rising Pharmaceuticals in writing.
- Products not purchased directly from Rising Pharmaceuticals.
- Products purchased or distributed contrary to federal, state or local laws.

TRANSPORTATION:

- Transportation charges on all returned goods are the responsibility of the customer except when due to a shipping error, as determined by Rising Pharmaceuticals. To report a shipping error, please call Rising’s Customer Service Dept. at 201.961.9000.

THIRD PARTY PROCESSING:

- All third party return processors must contact Qualanex for Return Authorization. .
- Third party processors must comply with all requirements of Return Goods Policy.
- Products that are destroyed by third party returns companies will not receive credit.
- Rising Pharmaceuticals will not reimburse for processing, destruction charges, and shipping costs for processing third party returns.

CONDITIONS FOR CREDIT:

- A valid RGA number must accompany all returns for proper credit.
- RGA numbers are valid for up to sixty (60) days from date issued.
- Products that have been destroyed by customers or agents of customers without prior approval from Rising CS will not receive credit.
- Product must be in original, sealed, full, unopened, unadulterated container to receive full credit.
- Credit for returnable partial products will be based on exact count of Oral Solid Dose or mL as determined by Rising.
- Reimbursement price will be based on the lowest customer price during the last 24 month period from date returned product is received.
- Product must be returned by the customer who purchased the product from Rising. Credit will be issued to direct accounts only.
- Returned product will be verified by Rising and the final credit will be calculated based upon actual product received, not by products listed on customer debit memo.

TERMS OF POLICY:

- All returns are subject to review by Rising Pharmaceuticals. Issuance of an RGA number does not guarantee credit. Credit issuance is dependent on confirmed receipt and review of returned goods.
- Unauthorized returned goods or product deemed non-returnable by Rising will be destroyed and no credit will be issued.
- Products returned without an authorization form will be destroyed without credit.
- Consideration for credit will be based on Rising Pharmaceuticals Return Goods policy only. Individual customer policies will not supersede the terms and conditions set forth in the Rising Return Goods policy.
- Credit will be issued in the form of a credit memo only. Rising will not accept deductions from invoices for returns. Please do not make any deductions from remittances in anticipation of credit.
- Return goods credit must be taken within one year (12 months) of date issued or credit will be void.
- Proof of return is the customer’s responsibility.
- Rising reserves the right to deny returns in excess of 2% of customer net purchases during prior 12 month period.