



**LANNETT COMPANY INC. (“LCI”)
RETURN GOODS POLICY (“RGP”)**
*Unless otherwise required by regulation or
law.*

PRODUCTS ELIGIBLE FOR RETURN:

- Products eligible for return must be in original unopened packages and returned at any time within three (3) months prior and no greater than one (1) year following the expiration date stated on the package.
- All expired products must be returned to Inmar RX Solutions, Inc. (“Inmar”) to be eligible for credit or refund.
- For damaged products or LCI shipment errors, contact LCI’s Customer Service Department and a member of the team will instruct customer regarding whether products should be returned to LCI directly or to Inmar.
- Customer agrees to a 1% current year return limitation based on customer’s prior calendar year’s purchase value of the products.
- Partial packages will only be accepted as mandated by state statute (currently GA, MS, and NC)
- LCI will not be responsible for product lost in-transit from a customer to Inmar.
- LCI’s count of received valid returns through Inmar will be considered final for customer credit/refund/deduction calculations.
- All eligible product returns must be packaged, shipped and transported in compliance with all applicable federal, state, and local laws, regulations and statutes.
- Customer shall securely package all return products to avoid damage to the products during transit.
- LCI can revise this RGP at any time without prior notice to customer.

All expired returns should be sent to Inmar for Return Authorization (RA) requests (labels) using one of the following options: <https://CLSNETLINK.COM>, email rarequest@inmar.com or send fax to 817.868.5343. To contact Inmar—Ft. Worth directly, please call 800.967.5952 or 817.868.5300. Please ensure that a debit memo number is provided for each request. To receive reimbursement, all eligible returns should be shipped pre-paid to: Inmar RX Solutions, Inc., 3845 Grand Lakes Way, Grand Prairie, TX 75050

All other returns that are instructed by LCI’s Customer Service Department to be sent back to LCI directly:

**Lannett Company, Inc.
Attn: Shipping Department
1101 C Avenue West
Seymour, Indiana 47274**

NON-RETURNABLE GOODS:

- Products that were sold on a non-returnable basis, including, but not limited to, free goods, samples, promotional short-dated sales and closeout sales of discontinued products.
- Non-approved returns.
- Products that have deteriorated due to improper storage, water damage, smoke damage, etc.

- Products that were involved in a fire, flood, or other insurable event.
- Overstocked customer inventory.
- Products involved in salvage, bankruptcy or insolvency proceedings.
- Products purchased for federal and state governmental customers for stockpiling purposes shall be final and non-returnable.
- Products purchased for speculative purposes.
- Merchandise sold, purchased or distributed contrary to federal, state or local law.
- Private label product, repackaged product or product in anything other than their original LCI containers/packaging.
- Products with defaced or missing LCI product labels which do not clearly display the expiration date, product NDC and lot number.
- Expired returns with a returnable value of \$25 or less.

VALUATION OF RETURNS:

- Credit/refund will be issued based upon the current invoice/net customer contract price when received by Inmar, or the original invoice / net customer contract price, whichever is lower. If the above return pricing is not readily available for the end-customer (including batched /bundled returns), then LCI will use a predetermined product price which will be considered the final value credited/refunded or allowable for deduction.

MISCELLANEOUS:

- LCI reserves the right to verify all returns to make certain that they conform to this RGP.
- LCI reserves the right to promptly destroy all merchandise returned to LCI or Inmar that is not eligible for credit or exchange.
- Customer return process fees and transportation charges, including insurance, are the responsibility of the customer and will not be reimbursed by LCI, unless such return is due to mis-shipment by LCI or if the product was damaged.
- LCI may apply a 15% a return processing fee to a return.
- Direct purchasing customers may apply return goods credits issued by LCI within twelve (12) months of the issuance of such credit by LCI against invoice payments due to LCI. Any return goods credits not applied within the twelve (12) month time period shall be considered null and void.

SHIPMENT DAMAGES:

Products purchased directly from LCI by direct purchasing accounts that is damaged in transit, evident at delivery time, and noted on carrier's delivery receipt shall be reported to LCI's Customer Service Department **either via email at customerservice@lannett.com or via telephone at 800.325.9994** within five (5) days. Concealed loss or damage must be inspected by carrier within fifteen (15) days after delivery, and carrier's inspection report must be forwarded to LCI's Customer Service Department. For clarity, customers will limit such product returns to packages/cases that are actually damaged and unsaleable.

COMPLETE AGREEMENT:

This RGP constitutes the complete agreement between LCI and customer regarding the return of goods purchased from LCI by customer, superseding all prior understandings, or writings relative to such goods; except if otherwise agreed in a written agreement executed by both parties.