

RETURN GOODS POLICY (DRAFT POLICY TO BE FINALISED)

Creekwood Pharmaceuticals, LLC (CPL) is committed to excellence in customer service and satisfaction/ Should you need to return Creekwood Pharmaceuticals, LLC goods, please send the Product and debit memo(s) to R&S Solutions and follow the instructions below:

R&S Solutions LLC,

96, American Drive, Ste 1001,

Jackson, TN 38301

Contact : Wesley McKee

Phone : 731-574-2060

Email : wmckee@rssolutions.com

PROCEDURE FOR RETURNING GOODS:

- Requests for Return Authorizations (box labels) can be made by any of the below methods:
 - E-mail your debit memo to wmckee@rssolutions.com; returns@creekwoodpharma.com. Be sure to include the below detail:
 - Customer name, street address, account number, DEA number, and e-mail address
 - Wholesaler name, street address, account number, DEA number, and e-mail address.
 - The Product name, NDC number, Quantity, Lot Number and Expiration Date
 - Debit memo reference ID # and debit memo date
 - Reason for return and proof of purchase if required by CPL or its representatives
- When Combining Product in One Box: If you are combining multiple products with different RA labels in one box, make sure that an Individual RA label is affixed to each inner package. However, a controlled substance (Schedule III-V) must be placed in a sealed bag within the box and the applicable RA label affixed on the outside of the sealed bag. Write "MIXED RAS" on the outside of the box.
- Do not photocopy a RA label or use a RA label more than once. Also, it is recommended to use FedEx or UPS as both for best tracking capabilities. The USPS is not recommended for shipment.
- Customers who do not follow the above processing procedures could be assessed a fee if CPL is charged a processing fee by R&S Solutions for a non-complaint shipped box.
- Email your debit memo to R&S Solutions at wmckee@rssolutions.com and returns@creekwoodpharma.com

RETURNABLE ITEMS:

- Returns include the following manufacture's labeler codes only: 82619 ("Product").
- Products with less than six (6) months remaining shelf life.
- Expired Products that are not more than 12 months past expiration date.
- Concealed damage claims made within 10 days of receipt of shipment.

- Products that have been damaged in transit with a signed BOL noting the damage and where CPL has been notified within five (5) business days from the date of receipt and returned within 30 days. Customer will limit approved damaged Product returns to packages/cases that are actually damaged and unsaleable to qualify for credit from CPL. Further, the customer must provide CPL with pictures of the damaged Product to be eligible for Product credit.
- Products shipped in error on the part of CPL provided CPL Customer Service is notified of the error within five (5) business days of receipt. The customer will make reasonable efforts to retain over-shipped Product along with receiving appropriate CPL invoicing for kept Product.
- Customers should contact Creekwood Customer Service Department at xxx-xxx-xxxx or returns@creekwoodpharma.com to report damaged Product or shipment errors and obtain a RA.

NON-RETURNABLE ITEMS:

- Products with more than six (6) months remaining shelf life.
- Products retained more than twelve (12) months beyond the expiration date.
- Private Label Products, repacked goods or patient labeled Product.
- Products with a missing label or with missing lot number and/or expiration date or Products marked, coded or adulterated in any way.
- Products sold on a non-returnable basis.
- Partial package Product.
- Products sold as free goods or Products provided at no charge for promotional incentives, samples or short-dated Products 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, flood or bankruptcy sale.
- Customer overstocked Product.
- Products not purchased directly from CPL nor through an authorized distributor of record.
- Products purchased or distributed contrary to federal, state or local laws.
- Products purchased for future events including speculative purposes.
- Outdated returns per debit memo claim totaling \$50 or less in value based on CPL calculations.
- An inter pack Product NDC returned outside of Product package sold by CPL.
- Forms only returns (i.e. physical Product packages must accompany the return claim).
- Product returned in another manufacturer's labeler code
- Products returns received by CPL or R&S Solutions thirty (30) calendar days or more after the date of the RA.
- Returns without a valid RA number or missing the RA number
- Overfilled, reconstituted or mixed filled Product package

TRANSPORTATION:

- Transportation charges on all returned goods are the responsibility of the customer except when due to an CPL error, as determined by CPL.

THIRD PARTY PROCESSING:

- Third party processors must comply with all requirements of CPL's Return Goods Policy.
- CPL will not process returns using pricing from the third party's internally generated price list.
- CPL will not reimburse any service fees to the customer of processing agent for the miscellaneous fees (i.e., handling, processing fees) or freight charges incurred.
- Third party returns must be in compliance with CPL's return policy.

TERMS OF POLICY:

- For direct customers, CPL will issue credit for returns that will be calculated at the lower of the original net invoice price, or current net contract price less a ten percent (10%) processing fee.
- For direct customers returning a non-contract Product purchased indirectly, a credit will be given at a predetermined CPL return price less a ten percent (10%) processing fee.
- For third-party customers, the return will be valued and a credit issued at calculated net contract price to your wholesaler or distributor less a ten percent (10%) processing fee, or if such a price is not readily available then a predetermined CPL return price less a ten percent (10%) processing fee will be applied.
- CPL reserves the right to make the final determination on the valuation of the return.
- Full bottles will be issued a full credit.
- CPL will not accept deductions from invoices for returns but will instead issue a credit memo. Please do not make any deductions from remittances in anticipation of credit.
- Return good credit must be taken within one year of the date issued or the credit will expire.
- Proof of return is the customer's responsibility.
- A customer will not be permitted to return CPL Product in the current calendar year in excess of one percent (1%) of the customer's CPL Product purchases from the prior calendar year.

DISCLAIMERS:

- CPL does not pay or reimburse fees incurred for the processing of or destruction of Products processed through a third party returns processing company.
- Products that do not qualify for credit or reimbursement will be destroyed and not returned to the customer. Customer will be notified of non-credited items.
- CPL reserves the right to change or update this policy upon written notice to customers