

Federated Healthcare Supply Holdings, Inc.
Returned Goods Policy

Last Updated July 17, 2018

GENERAL POLICY

Subject to the terms and conditions of this Returned Goods Policy, product in “merchantable condition” (as defined below) may be returned to the applicable FHS facility from which the product was originally purchased if the return request is made within thirty (30) days of receipt of the order being delivered.

MERCHANTABLE CONDITION

Merchantable condition will be determined by FHS’s ability to return the item to its inventory for resale in the normal course of its business without special preparation, testing, handling or expense. Additionally, for each returned product, the purchaser must complete any paperwork that FHS requires in order to properly facilitate the requested return. The following represent items that are non-returnable:

- A. Refrigerated product is not eligible for return to FHS.
- B. Any item which has been used, or opened, is only partially complete, stickered, marked, damaged, defaced, adulterated, or is without all original packaging, labeling, package inserts, or operating manuals.
- C. Short-dated (e.g. less than 90 day’s shelf life), outdated, or seasonal product.
- D. Product purchased from sources other than FHS.
- E. Any item purchased on a “special order” basis, including non-stock orders and customized items.
- F. Any sterile merchandise or prescription drug, unless FHS is assured in writing that such merchandise was properly stored and protected at all times and such merchandise is returned separately in a package marked as such. Product must be accompanied by any paperwork that may be required by FHS, including without limitation, a signed certificate in form attached as Exhibit A hereto certifying that such merchandise was properly stored and protected at all times and must be shipped in such a manner as to ensure the integrity of the product until it reaches the FHS facility.
- G. Frozen product.
- H. Any low stability product that is unusually sensitive to light, temperature or handling conditions.

PRODUCT RECALLS

Product returned pursuant to a voluntary or involuntary Manufacturer Recall may have different requirements. In the case of a recall, FHS will document any changes to policy specific to that product.

CANCELLATION OF “SPECIAL ORDER” ITEMS

Orders for any item purchased on a “special order” basis, including non-stock orders and customized items, may only be canceled if the item has not already shipped from the vendor and will be subject to a restocking fee.

CREDIT AMOUNT

Credit for authorized returns will be issued upon receipt of product and verification of return eligibility. Once a return is approved, we will credit the amount paid on the account.

UNAUTHORIZED OR UNMERCHANTABLE PRODUCT

Returns received without prior authorization from FHS or containing items not eligible for return in accordance with this policy will not be accepted and will be returned to purchaser at purchaser’s expense.

SHORTS AND DAMAGED MERCHANDISE

A. Claims of order shortages (e.g., invoiced but not received) and damages must be reported within three (3) business days of receipt of goods.

B. All claims of shortage will require inventory verification by FHS. If a shortage is not validated during the FHS’s cycle count process, credit may not be issued.

PRICING DISCREPANCIES

Pricing and other errors/mistakes must be reported within five (5) business days from the invoice date.

EXHIBIT A

PRESCRIPTION DRUG RETURN AUTHORIZATION

Please complete this form in its entirety, and include it with your return. Keep a copy for your records.

Customer Fax Number _____ RGA #: _____

Customer Name: _____ Account #: _____

Customer Address: _____

| Item Number | Product Description | # of units | NDC | Lot # | Expiration |
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The Product(s) being returned were acquired from: ***** _____ *****

I certify that the products being returned have been properly handled and stored in accordance with label directions from the time they were delivered to this facility/professional office until the time the products were returned to the custody of _____.

Print Name

Signature

Title

Date

Please sign this form and enclose it with your return. Please note the credit for your returned product(s) cannot be processed until we receive this document.