

## RETURNED GOODS POLICY

### 1. Scope

This policy applies to Assertio Specialty Pharmaceuticals, LLC branded ROLVEDON<sup>®</sup> (eflapegrastim-xnst) Injection 13.2mg/0.6mL Syringe (NDC 82497-132-01) product (“Product”) returns by customers that purchased Product directly from Assertio Distribution, LLC (“Assertio”) (e.g., wholesalers and distributors). This policy does not apply to Product returns from manufacturers, exporters, or to returns by customers located outside the U.S. This policy also does not apply to any returns from customers purchasing Product indirectly.

### 2. Procedure for Returning Items

- a. **Direct Customers (e.g., wholesalers and specialty distributors purchasing directly from Assertio):** submit return requests to Assertio via email at [GMB-SPS-Returnrequests@cordlogistics.com](mailto:GMB-SPS-Returnrequests@cordlogistics.com). Customers must obtain prior authorization to have a return processed by Assertio by receiving a return goods authorization (“RGA”) via email. Assertio sales representatives are not authorized to accept Product returns or to approve the return of Product. RGAs are issued based upon unconfirmed representations made to Assertio and are not intended to be a guarantee of credit for the return. Information provided to Assertio to obtain an RGA also must be included in the packing slip accompanying the physical return of Product, as described further below.
- b. **An itemized packing slip, with the reason for return, RGA number provided by Assertio or its returns processing agent, and the additional information listed below must accompany any returned Product.**
- c. If returning more than one box, each box should be marked clearly with both the RGA number and the box number (e.g., “Box 1 of 2,” “Box 2 of 2,” etc.). Returns should be packed carefully and in compliance with all applicable federal, state, and local laws, rules, and regulations.
- d. Return the items to Assertio with prepaid postage at the following address:

#### **Shipping and Returned Goods Address:**

Assertio Distribution, LLC  
Attn: Returned Goods Department  
15 Ingram Boulevard, Dock 43  
LaVergne, Tennessee 37086

#### **The itemized packing slip must include the following:**

- Valid originating customer name and billing address
- Originating customer identification (e.g., DEA Registration #, HIN, HRSA assigned 340B identifier, or NPI)
- Product Name and NDC
- Quantity of Product returned
- Lot Number(s) and expiration date(s)
- Unit Purchase Price, net of discounts and other price concessions (include documentation)
- Debit Memo Number

- Reason for Return
- Contact Person
- Wholesale Account #
- RGA number

Assertio is not responsible for Product return shipments lost in transit. Product received without the required information will be processed for destruction, and no credit shall be issued.

### **3. Eligibility for Return Credit**

- a. Assertio will issue credit for the return of eligible, unopened Product only in the original manufacturer's container/packaging and bearing the original manufacturer's label. All Product must be returned in order to be considered for credit.
- b. To receive credit, Product authorized for return must be shipped to Assertio within forty-five (45) days of RGA date. Except as specified below in Section 3(c)(iii), freight for returned Product will be prepaid by Assertio.
- c. Product Eligible for Return Credit:
  - (i) Received by direct customer as damaged. Product received by a direct customer as damaged may be returned for full credit when reported to Assertio within four (4) calendar days of receipt. If Product is received damaged, please have the transportation company note "damaged" or "broken" on the freight bill. Damaged Product should remain in the original carton for inspection. Customer shall furnish such documentation as required for Assertio to recover loss from the carrier.
  - (ii) Received by direct customer in error. Product shipped to a direct customer in error by Assertio may be returned for full credit when returned within thirty (30) calendar days of the invoice date.
  - (iii) Ordered by direct customer in error. Products ordered in error by a customer may be returned for credit when reported within four (4) calendar days of receipt. For such returns, freight must be paid by the returning customer.
  - (iv) Expired and Short Dated Product. Expired or Short Dated Product may be returned for credit provided the return is received by Assertio no earlier than three (3) months prior to the expiration date printed on the Product packaging, and no later than twelve (12) months after the expiration date printed on the Product packaging.
  - (v) Discontinued, withdrawn, or recalled Product. Product that is discontinued by Assertio, withdrawn from the market, or subject to a recall must be returned in accordance with Assertio's instructions disseminated at the time the Product is discontinued, withdrawn, or recalled.

### **4. Items Not Eligible For Return Credit**

- a. Indirect returns from any customer.
- b. Product where proof of purchase cannot be verified.
- c. Product that is not in the original manufacturer's container/packaging and is not bearing the original manufacturer's label or is repackaged (including partial containers, except as provided by applicable state law). Partial returns will be accepted where required by applicable state laws or regulations. A certificate of destruction will not qualify for return credit.

- d. Product received by Assertio more than three (3) months before expiration or more than twelve (12) months after expiration.
- e. Product obtained by the customer other than through normal channels of distribution or purchased from a source other than an authorized distributor of record of Assertio.
- f. Product with unknown or unidentifiable lot numbers.
- g. Product damaged while in possession of an authorized distributor, customer, or return processor from such perils as are normally insured by the customer, including, without limitation, , theft, malicious mischief, natural disasters, improper storage, fire, heat, smoke, water damage.
- h. Distressed Product involved in a fire sale, sacrifice sale, bankruptcy sale, or that is otherwise unsaleable.
- i. Discontinued Product deleted from Product Compendia (First DataBank, MediSpan) for one (1) year or more.
- j. Packages/containers with labels attached to or torn from original manufacturer's package/containers; broken seals; or Product that contains a prescription label.
- k. Product that has been obtained in violation of state or federal regulations or via diverted means including, without limitation, Product imported from countries outside the United States or acquired for the sole purpose of returning to Assertio for credit.
- l. Product determined by Assertio to be counterfeit, diverted, or obtained from suspected counterfeit distributors.
- m. Product provided to any customer at no charge (e.g., Product samples, hospital trial units, clinical trial units, donated Product, and Product units supplied as part of any Assertio patient support program).
- n. Product labeled as non-returnable.

#### **5. Amount of Return Credit; Additional Terms**

- a. Returns by Direct Customers: Credit is issued at the original purchase price, which will be determined by the serialized numeric identifier (SNI), if available, net of all discounts and other price concessions in the form of a credit memo. Credits expire one hundred and eighty (180) calendar days from the date issued.
- b. For returns qualifying under Section 3(c)(iii) ("Ordered by customer in error"), freight must be paid by the returning customer. Freight otherwise will be prepaid by Assertio for all other qualifying returns.
- c. Deductions from amounts payable from the customer to Assertio may not be taken until a credit memo is issued. Unauthorized deductions for returns may result in held orders.
- d. Assertio reserves the sole right to determine whether Products qualify for return and credit. Returns are subject to final count and acceptance by Assertio.

#### **Title and Risk of Loss**

Title and risk of loss will pass to direct customers at the time Product is delivered at the customer's receiving dock. Delivery of all quantities of Product shall be deemed to be made in full and in good condition unless the direct customer notifies Assertio Customer Service within four (4) days from the date the shipment is received from Assertio.

**Effective Date**

This Returned Goods Policy applies to Product returns that are received by Assertio on or after February 1, 2026.

**Application of Policy**

Assertio reserves the right to approve exceptions to this Returned Goods Policy at Assertio's sole discretion. Assertio reserves the right to change, modify, amend, rescind, revoke, or terminate this Returned Goods Policy at any time, for any reason, including without limitation, to comply with any applicable, laws, rules, regulations, or guidance, with or without notice.

**Questions**

If you have questions regarding this Returned Goods Policy, contact Assertio via email at [GMB-SPS-Returnrequests@cordlogistics.com](mailto:GMB-SPS-Returnrequests@cordlogistics.com), or by phone at (833) 997-0892.