

RETURNED GOODS POLICY
ROLVEDON®

1. Scope

This policy applies to returns of **ROLVEDON® (eflapegrastim-xnst) injection, for subcutaneous use**, by customers who purchased either directly from Spectrum Pharmaceuticals, Inc. (“Spectrum”) (e.g., wholesalers and distributors) or indirectly through a wholesaler or distributor (e.g., hospitals and clinics). This policy does not apply to product returns from manufacturers or exporters or returns by customers located outside the U.S.

2. Procedure for Returning Items

- a. **Direct Customers (e.g., wholesalers and specialty distributors purchasing directly from Spectrum):** submit return requests to Spectrum via email at the email address provided in subsection c below.
- b. **Indirect Customers (e.g., hospitals and clinics purchasing from wholesalers or specialty distributors):** submit return requests directly to Spectrum via email at the email address provided in subsection c below.
- c. All returns require prior authorization from Spectrum. Return goods authorizations (RGA) must be requested by emailing SpectrumPharmaceuticalsReturns@icsconnect.com. Products will not be credited without an RGA and credit will only be issued if it is within the terms of this returns policy. Sales representatives are not authorized to accept merchandise or to approve the return of merchandise. Return authorizations are issued based upon unconfirmed representations made to Spectrum and are not intended to be a guarantee of credit for the return.
- d. **An itemized packing slip, with the reason for return, RGA number, and the additional information listed below must accompany any returned goods.**
- e. 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.).
- f. Return the items to Spectrum at the following address:

Shipping and Returned Goods Address:

Spectrum Pharmaceuticals, Inc.
Attn: Returned Goods Dept.
420 International Blvd, Suite 500
Brooks, KY 40109

Packing slip information should include the following information:

- Product Name
- Quantity
- Lot Number(s)
- Unit Purchase Price, net of allowances and discounts (include documentation)
- Product expiration date
- Debit Memo Number
- Billing Address
- “Remit To” Address
- Reason for return

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- Contact Person
- Wholesale Account #
- HIN #
- DEA #
- NPI # (if applicable)
- RGA number

Spectrum is not responsible for shipments lost in transit.

3. Eligibility for Return Credit

- a. Spectrum 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 products must be returned in order to be considered for credit.
- b. To receive credit, product authorized for return must be shipped to Spectrum freight prepaid within forty-five (45) days of RGA date.
- c. Product Eligible for Return Credit:
 - (i) Received by direct customer as damaged. Products received as damaged may be returned for full credit, including freight, when reported within four (4) days of receipt. If product is received damaged please have the transportation company note "damaged" or "broken" on the freight bill. Damaged items should remain in the original carton for inspection. Upon request, buyer shall furnish such documentation as required for Spectrum to recover loss from the carrier.
 - (ii) Received by direct customer in error. Product shipped in error by Spectrum may be returned for full credit, including freight, when returned within thirty (30) days of the invoice date. RGA instructions must be followed carefully.
 - (iii) Ordered by direct customer in error. Products ordered in error may be returned for credit, freight prepaid, when reported within four (4) days of receipt.
 - (iv) Expired/short dated product. Expired or short-dated product may be returned for credit, freight prepaid, provided the return is received by Spectrum no earlier than three (3) months prior to the expiration date printed on each product, and no later than twelve (12) months after the expiration date printed on each product.
 - (v) Discontinued, withdrawn, or recalled product. Must be returned in accordance with Spectrum's instructions at the time the product is discontinued, withdrawn, or recalled.

4. Items Not Eligible For Return Credit

- a. Merchandise that is not in the original manufacturer's container/packaging and bearing the original manufacturer's label; this includes partial containers. (A Certificate of Destruction will not qualify for return credit.)
- b. Merchandise received by Spectrum more than three (3) months before expiration or more than twelve (12) months after expiration.
- c. Merchandise obtained other than through normal channels of distribution or purchased from a source other than an authorized distributor of record of Spectrum.

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- d. Merchandise involved in a fire sale, sacrifice sale, bankruptcy, flood, or earthquake.
- e. Items deteriorated or damaged due to conditions beyond the control of Spectrum, such as improper storage, heat, cold, water, smoke, fire, negligence, etc.
- f. Discontinued merchandise deleted from Product Compendia (First DataBank, MediSpan) for one year or more.
- g. Non-original or repackaged merchandise.
- h. Packages/containers with labels attached to or torn from original manufacturer's package/containers; broken seals; or product contains a prescription label.
- i. Product sold with the understanding that it is non-returnable.
- j. Merchandise that is obtained in violation of state or federal regulations.
- k. Product provided at no charge (e.g., under a patient support program).

5. Amount of Return Credit; Additional Terms

- a. Returns by Direct Customers: Credit is issued at the original purchase price, net of all allowances and discounts. If the original purchase price is not ascertainable, credit is issued at (i) 90% of the WAC in effect on the date of the return (100% of WAC for returns under Section 3c(i) or 3c(ii) above) (wholesalers, distributors, specialty distributors), or (ii) the net contract price (net of all discounts and rebates) in effect on the date of return (other Direct Customers). Credits expire one hundred and eighty (180) days from the date issued.
- b. Returns by Indirect Customers: Credit is issued at the original purchase price, net of all discounts and rebates. If the original purchase price is not ascertainable, credit is issued at the lower of (i) the net contract price (net of all discounts and rebates) in effect on the date of return, or (ii) 80% of the WAC in effect on the date of the return.
- c. Credit to Direct Customers will be issued in the form of a credit memo. Credit to Indirect Customers will be issued in the form of a check or credit memo, as determined by Spectrum.
- d. Transportation charges will be prepaid by customer. No credit will be issued for administration, handling, third-party processing fees, or shipping (except as provided for returns under Section 3c(i) or 3c(ii) above).
- e. Deductions from payables may not be taken until a credit memo is issued. Unauthorized deductions for returns may result in held orders.
- f. Spectrum reserves the sole right to determine whether items qualify for return and credit. Returns are subject to final count and acceptance by Spectrum.
- g. By returning products, you are authorizing Spectrum as your agent to destroy, without payment, or other recourse, any returned packages that are determined ineligible for credit.
- h. Unauthorized returns and returns not eligible for credit may be destroyed and not reimbursed or credited. Spectrum reserves the right to inspect all authorized returns prior to issuing credit and to destroy products deemed unfit for sale whether or not they are eligible for credit.
- i. All returns must be made in compliance with all applicable federal and state laws and regulations.

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Title and Risk of Loss

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

Effective Date

This Returned Goods Policy applies to ROLVEDON® returns that are received by Spectrum on or after January 2, 2023.

Exceptions

Spectrum reserves the right to amend or approve exceptions to this Returned Goods Policy from time to time due to business considerations and/or State statute.

Questions

If you have questions regarding this Returned Goods Policy, contact Spectrum via email at SpectrumPharmaceuticalsReturns@icsconnect.com, or by phone at (855) 682-9286.