# **RETURN GOODS POLICY – EFFECTIVE: APRIL 2, 2014**

The Return Goods Policy of Dr. Reddy's Laboratories Canada Inc. ("DRL") applies to all pharmaceutical products manufactured and/or distributed by DRL. The following terms and conditions must be met for credit at the prevailing price for such product or the original invoice price, whichever is lower, except as required by law.

### **RETURN AUTHORIZATION**

You may obtain a Return Authorization (RA) Label via Innomar Strategies Inc. Should there be any questions regarding a return please contact Innomar-Strategies Inc. Customer Returns Department at 1-855-550-5528, or via email <a href="mailto:drreddy@innomar-strategies.com">drreddy@innomar-strategies.com</a> The following information must be supplied or the RA Request may be declined:

- DIN Number
- Product Description
- Lot / Batch #
- Expiration Date
- Quantity
- · Reason for Return
- Customer's Reference Number
- Proof of Purchase (Purchase Order and/or DRL Invoice #) (when specifically required by DRL)

## **TERMS OF RETURN POLICY**

Only products purchased directly or through an Authorized Distributor of Record from DRL will qualify for return and/or credit. All Direct, Indirect and Non-Contracted product purchases must be returned to Innomar-Strategies Inc. ("Innomar") (as noted above).

DRL reserves the sole right to determine whether items qualify for return, credit, refund or denial. DRL and/or Innomar's physical count and any applicable credit of the returned product will be final. All returns must be received by DRL's Return Agent, Innomar, no later than thirty (30) days after RA Label issuance, with the RA Label attached on the exterior of the box, together with a copy of the Customer's debit memo for such return(s) enclosed in the return shipment.

### **Credit of Returns:**

- 1. For direct customers, credit will be calculated at the lower of the original invoice price, current contract price or prevailing published list price. DRL reserves the right to make the final determination.
- 2. For direct customers returning non-contract product purchased indirectly, credit will be given at a calculated average contract price or prevailing list price. DRL reserves the right to make the final determination.
- 3. For third party customers, a credit will be extended to customer's wholesaler at a calculated average contract price. DRL reserves the right to make the final determination.

Third Party / Reverse Logistics Companies must supply end-customer details to DRL's Returns Agent, Innomar when shipments are consolidated. DRL and/or Innomar, will not accept consolidated debit memo(s); accordingly, consolidated debit memos and/or returns may be denied credit.

DRL will not honour any processing/handling, documentation, administrative or destruction fees assessed for the return, handling, processing or incineration of product, excluding DRL recalled product. No return credit may be deducted until a credit memo is issued by DRL. DRL will issue credit directly to customer within thirty (30) days of receipt of an approved return. Transportation and/or shipping charges including Insurance will be prepaid by customer with the exception of DRL errors and/or recalls. Returns should be insured as DRL will not be responsible for loss or damage while in transit. Returns lost or damaged will not be extended credit.

## **DAMAGE / SHORTAGE OF PRODUCT**

In an effort to minimize any delay in resolving damage or shortage claims, all orders should be received and counted prior to customer's acceptance of delivery from the carrier. Any damages or shortages should be noted on the transport company's freight bill or bill of lading and be countersigned by the customer. The damaged product must remain in the original carton should inspection be required by the transportation company. DRL must be notified of any damages in transit or product shortages within 10 business days of receipt of the merchandise by customer and DRL must be in receipt of product no more than 20 days after RA issuance in order to qualify for credit or product replacement. Such claims can be directed to DRL's Customer Service Department by calling 1-855-550-5528.

#### RETURNABLE ITEMS

For the purpose of this Policy, returns will be accepted for credit only if it constitutes Authorized Product as defined below:

A return will be considered Authorized Product if it meets the following requirements:

- Product which is recalled. Recalled Product must be handled as per the recall mailing notice.
  - Credit will be extended as per the "Terms of Return Policy" Section (page 1)
  - Credit will be extended at 100% of original purchase price
- An incorrect / damaged shipment which has been identified by the customer and reported to, and authorized by DRL Customer Service within (10) ten business days.
  - Credit will be extended at 100% of original purchase price
- Expired Product which is within (3) three months of expiration and up to a maximum of (12) twelve months past expiration in the original, unopened package with intact labels and seals.

### **NON-RETURNABLE ITEMS**

- Donated Products.
- Items without a valid RA# or missing RA #.
- Products which are re-packaged and/or Product not in its original packaging.
- Products remaining after insolvency.
- · Products sold as short dated.
- Concealed damage(s) (not reported in 10 days).
- Partial containers.
- Deteriorated products due to improper storage.
- Private Label Products.
- Products not purchased directly from DRL or via an authorized distributor of record.
- Products not manufactured and/or distributed by DRL.
- Products purchased at sacrifice, fire or bankruptcy sale.
- Products which are unlabeled or partially labeled or blemished.
- · Products returned to DRL or Innomar without prior approval including items sent in excess of RA.
- Product sold to any City, County, Province and/or Federal entity for the purpose of stock piling directly by DRL or through an authorized distributor of record.
- Products which are exported or sold internationally.
- Product sold on a non-returnable basis, marked non-returnable, free goods or with similar markings and/or labels.
- Products which require refrigeration.
- Returns from closed and/or inactive direct customers, Group Purchasing Organizations, Buying Group, and Wholesalers/Distributors.
- Products sold as samples.
- Packages which have been opened, partially used, marked or disfigured in any way.
- All Injectable products. Except where expressly authorized.

Such policy may be modified by Seller, at its option, from time to time, upon written notice to Customer.