



RETURN GOODS POLICY

Effective: NOVEMBER 16, 2015

PURPOSE: To document the Return Goods Policy for all products distributed by JOM Pharmaceutical Services Inc. (“JOM”) for Patriot Pharmaceuticals, LLC (“Patriot”).

1. Returns shipments valued at a total of \$10,000 or more require prior authorization from Patriot prior to being shipped to Inmar.
2. Only products that are purchased directly from JOM or an Authorized Distributor of record (an "ADR"), as evidenced by proof of purchase upon request, are eligible for return and reimbursement. A list of ADRs can be found at www.PatriotPharmaceuticals.com.
3. Only out-of-date product is eligible for return. Out-of-date product is defined as product with less than 6 months dating prior to or 12 months dating after the expiration date.
4. Discontinued products will be accepted as per discontinuation notices sent from Patriot.
5. Product purchased by account distributors directly from JOM that is damaged in transit should be reported to our Customer Service Department (1-800-631-5273) within 14 days of receipt of product. The Customer Service Department will arrange for a pick-up of the damaged product and a replacement shipment.
6. The following products are NOT eligible for reimbursement unless alternative arrangements are made in writing:
 - Product in which the lot number and/or expiration date is altered, missing, illegible, covered, and/or unreadable on original container.
 - Product that has been involved in a sacrifice, fire, or bankruptcy sale.
 - Product that has been damaged due to improper storage or handling, fire, flood, or catastrophe.
 - Product that has been sold expressly on a non-returnable basis.
 - Product that is not in its original container and/or not bearing its original label.
 - Product with a prescription label attached that contains any patient information.
 - Product that has been repackaged.
 - Product that is labeled “sample”, “free goods”, “not for sale”, or similar designation.
 - Partial vials, ampoules and syringes.
 - Partial tubes of creams, ointments, or gels.
 - Partial bottles of liquids.
 - Partial packets of powder.
 - Product obtained illegally or via diverted means.
 - Product that JOM determines, in its sole discretion, is otherwise adulterated, misbranded, or counterfeit.

7. Returns outside the policy guidelines will not be returned to the customer and no credit or check will be issued. Patriot reserves the right to destroy this product.
8. Inmar is the only approved return goods agent for JOM. Customers returning eligible return goods product do not incur any fees or service charges. All costs for return goods processing and destruction are paid to Inmar, by JOM. Inmar will accept Patriot returns from other third party return goods processors (a “Processor”); however, any and all costs charged by a Processor are the responsibility of the customer and will not be reimbursed by JOM unless alternative arrangements are made in writing.
9. Before returning a product, the customer must first contact Inmar to request box label(s) and shipping instructions. Request for box label(s) and shipping instructions can be made by any of the following methods:
 - Accessing the Inmar website at <https://CLSNNetLink.com> (you will need to upload a PDF copy of the debit memo).
 - E-mail the debit memo to rarequest@inmar.com. Be sure to include NDC#, lot # and expiration dates assigned to each item.
 - Fax the debit memo to Inmar at 817-868-5343.

For assistance with your return, contact Inmar Customer Service Monday - Friday, 7am - 5pm CST at 1-800-967-5952.

10. To receive reimbursement for all eligible returns, all product should be shipped pre-paid to:

INMAR – SOUTH DOCK
4332 EMPIRE ROAD
FORT WORTH, TX 76155

All return goods must be sent to Inmar with the issued box label applied, along with a copy of the debit memo. Inmar may refuse any returned goods shipments sent COD (collect on delivery).

11. Inmar will accept Patriot return goods shipments from a Processor provided the Processor complies with all aspects of the Return Goods Policy and has identified the customer initiating the return on the debit memo (batched returns are not accepted). If the customer initiating the return is not identified on the debit memo, JOM may deny issuing credit for the return.
12. All products will be reimbursed based on current acquisition price.
13. Proof of purchase from Patriot or from an established Patriot direct purchasing distributor may be requested. Only product purchased direct from Patriot or from a direct purchasing distributor is eligible for reimbursement.

14. To ensure accurate credit is issued, the following information is required on the debit memo that is provided with the return goods shipment:
- Name, mailing address and DEA # (or other recognized identifier) of the customer initiating the return.
 - Name and mailing address of the entity that the product was purchased from (JOM or ADR).
 - Name and address of customer's Processor (if applicable).
 - Name and address of the customer's current ADR to whom the credit will be remitted.
 - Returned goods shipment detail including the product name, NDC #, lot # or control #, expiration date, quantity and date of return. All products sent to Inmar under this policy are destroyed.
 - Only Patriot products can be included on the debit memo, e.g. Patriot products and JOM products may not be included on the same debit memo.
 - Each return goods shipment must be accompanied by a unique debit memo and a unique debit memo #.
15. Reimbursement: Inmar will audit the quantities of return goods and final reimbursement will be based on Inmar's count. Reimbursement will not exceed the specified amount on the original container quantity. Direct purchasing customers will receive an account credit. All reimbursements due for returned goods to non-direct purchasing customers will be issued as a credit through the non-direct purchasing customer's current ADR. In the event that the ADR receives a credit for a customer that it does not have a current purchasing relationship with, the credit must be returned to JOM within 30 days of the ADR's receipt of said credit. Any credits that are issued by JOM must be redeemed within one year of issuance; otherwise the credit will be voided or escheated in accordance with applicable law. In the event that a non-direct purchasing customer cannot receive a credit via their current ADR, JOM will reimburse the customer via a check. Deductions for returns are not to be taken by the customer from remittances for goods purchased from Patriot.
16. Customers have two options for handling out-of-date Schedule II products:
- a. Have it destroyed in the presence of a witness such as the DEA or one of its authorized agencies. In this case, a DEA Form 41 (Destruction form) will be filled in and signed by the authorized witness. Send this form to the above address for reimbursement.
 - b. If customer prefers to return the Schedule II products, customer must first call Inmar at 1-800-967-5952 with the specifics of the return. Customer will then receive a DEA 222 Form, which will allow customer to forward the return to the above address for reimbursement. Schedule II products must be returned separate and apart from Schedule III, IV and V products and non-controlled products. Schedule II return goods shipments must be shipped in an unmarked container via UPS, DHL or FedEx.

This policy is subject to change without notice.