



Ascend Laboratories, LLC is committed to excellence in customer service and satisfaction. Subject to the conditions set forth in this policy, Ascend Laboratories, LLC will accept returns of its pharmaceutical products and issue a credit or replacement product as appropriate. Should you need to return goods, please request Return Authorizations from our selected returns processor: **Qualanex, LLC**. Return Authorizations can be made by accessing the Qualanex Website at: [www.qualanex.com](http://www.qualanex.com), via telephone at 1-800-505-9291, email to [customerservice@qualanex.com](mailto:customerservice@qualanex.com), or Fax at 847-775-7258.

#### **PROCEDURE FOR RETURNING GOODS:**

Pre-approval and a Return Goods Authorization form (RGA) are required for the return of all products. All return goods requests must contain the following information:

- Customer name, street address, telephone and fax numbers.
- Contact name and email.
- Product name, NDC #, lot #, expiration date and quantity to be returned.
- Debit memo, PO or reference #.
- Reason for return.

If approved, an RGA form will be provided via fax or email. Qualanex will provide complete shipping instructions with the form. This form must accompany all returns.

Each return shipment must contain a copy of the RGA. If a return shipment has multiple boxes, photocopy the RGA and place one in each box. It is suggested that the return be insured and records kept. Ascend Laboratories, LLC is not responsible for shipments lost in transit.

#### **RETURN PROCESSING**

All returns are to be forwarded to the processing facility at the following location:

Ascend Laboratories  
C/O Qualanex, LLC  
1410 Harris Road  
Libertyville, IL 60048

#### **RETURNABLE ITEMS:**

- Authorized returns include the following manufacturer's label code only #67877.
- Products that have been unopened, unmarked and in full trade units.
- Partial units only where mandated by state statute, i.e., Georgia, North Carolina and Mississippi.
- Product with less than six (6) months remaining shelf life.
- **Expired product in original container/packaging with original labels may be returned for credit within one year (12 months) after the expiration date. The expiration date is defined as the first day of the month, e.g. 8/15 expiration is fully expired on August 1st, 2015. This product would have to be received at Qualanex before the first day of the expiring month/year.**
- Concealed damage claims made within five (5) days of receipt.
- Products that have been damaged in transit with a signed BOL noting the damage and where Ascend has been notified within five (5) business days from the date of receipt and returned within thirty (30) days from the RGA date.
- Products shipped in error on the part of Ascend Laboratories provided Ascend Customer Service is notified of the error within five (5) business days of receipt.

#### **NON-RETURNABLE ITEMS:**

- **Ascend Laboratories will NOT accept consolidated or batched returns from multiple facilities or customers on one debit memo.**
- Products returned without an RGA form.
- Products with more than six (6) months remaining shelf life.
- Products retained more than twelve (12) months beyond expiration date.
- Partial products except where mandated by state statute, i.e., Georgia, North Carolina and Mississippi.
- Private Label products or repacked goods.



- Products with missing label (unless error on the part of Ascend) or with missing lot number and expiration date or products marked, coded or adulterated in any way.
- Products sold as free goods or products provided at no charge for promotional incentives, samples or short-dated products sold as such.
- Products damaged due to insurable causes such as fire or natural disasters, or if damaged/deteriorated due to improper handling or storage by the customer.
- Products involved in distressed, sacrifice, fire or bankruptcy sale.
- Returns made after thirty (30) days from the date of the RGA.
- Overstock, unless agreed by Ascend Laboratories in writing.
- Products not purchased directly from Ascend Laboratories.
- Products purchased or distributed contrary to federal, state or local laws.

#### **TRANSPORTATION:**

- Transportation charges on all returned goods are the responsibility of the customer except when due to an Ascend Laboratories error, as determined by Ascend Laboratories.
- Merchandise cannot be sent via USPS. It must be traceable in the event a package is lost in transit.

#### **THIRD PARTY PROCESSING:**

- All third party return processors must contact Qualanex for Return Authorization. Return Authorizations can be made by accessing the Qualanex Website at: [www.qualanex.com](http://www.qualanex.com), via telephone at 1-800-505-9291, email to [customerservice@qualanex.com](mailto:customerservice@qualanex.com), or Fax at 847-775-7258.
- Third party processors must comply with all requirements of Ascend Laboratories Return Goods Policy.
- Products that are destroyed by third party returns companies will not receive credit.

#### **CONDITIONS FOR CREDIT:**

- A valid RGA number must accompany all returns for proper credit.
- RGA numbers are valid for up to thirty (30) days from issuance.
- All products must be returned to Ascend Laboratories, LLC within thirty (30) days of receipt of RGA by customer to receive credit. **Products that have been destroyed by customers or agents of customers without prior approval from Ascend Laboratories will not receive credit.**
- Product must be in original, sealed, full, unopened, unadulterated Ascend Laboratories, LLC container to receive full credit. Partial products are not allowed, except where mandated by state statute, i.e., Georgia, North Carolina and Mississippi.
- Reimbursement price will be based on the lower of the original net purchase or contract price or current net purchase or contract price.
- Product must be returned by the customer who purchased the product from Ascend Laboratories, LLC. Credit will be issued to direct accounts only.
- Returned products will be verified by Ascend Laboratories, LLC and the final credit will be calculated based upon Ascend's count.
- In situations where an authorized wholesaler is returning product on behalf of a third party, credit will not be issued until an offsetting reverse chargeback is issued by the wholesaler to Ascend Labs.

#### **TERMS OF POLICY:**

- All returns are subject to review by Ascend Laboratories, LLC. Issuance of an RGA number does not guarantee credit. Credit issuance is dependent on confirmed receipt/review of returned goods. Unauthorized returned goods will be destroyed and credit will not be issued.
- Ascend Laboratories, LLC will not reimburse fees due to processing third party returns, destruction charges, and shipping costs or processing.
- Products returned without the authorization form will be destroyed without credit.
- Credit is based on the original purchase price or the current price, whichever is lower.
- Credit will be issued in the form of a credit memo only. Ascend will not accept deductions from invoices from returns. Please do not make any deductions from remittances in anticipation of credit.
- Return goods credit must be taken within one year of date of issue or credit will be void.
- Proof of return is the customer's responsibility.