Prior Authorization:

Prior authorization from Sagent Pharmaceuticals, or Sagent, in the form of a Returned Goods Authorization (RGA), is required for all product returns. Prior authorization and issuance of credit is subject to the below terms and conditions. Sagent’s only authorized return facility is located at 4580 Mendenhall Road, Memphis, TN 38141 (“Sagent Memphis”). Sagent is not responsible for product shipping cost or other charges for products returned to a facility other than Sagent Memphis.

Please contact Sagent customer service department at 866-625-1618 for RGA assistance.

Direct Return Shipment Instructions:

All Returns must be accompanied with a debit memo with the RGA referenced. Failure to provide a debit will result in pricing being determined by Sagent.

Returned products must contain a packing list with customer account information and debit memo (RGA) number clearly designated. Use only one debit memo (RGA) number per return shipment. If a return shipment is multiple boxes, photocopy paperwork with debit memo (RGA) number and place in each box. It is suggested that the return be insured and records kept. Sagent is not responsible for return shipments prior to receipt by Sagent Memphis.

All pre-authorized returns, evidenced by an RGA, must be sent to the following address

Sagent Pharmaceuticals
4580 Mendenhall Road
Memphis, TN 38141

Returnable Items:

- Product must be within six (6) months prior to and six (6) months post

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expiration.
- Product must have a valid Sagent lot number and expiry date.
- Product must be in original, unaltered container/trade package.

**Conditions for Returned Goods Credit:**

- A valid Return Goods Authorization (RGA) Number must accompany all returns for proper credit.
- RGA Numbers are valid for 90 days from issuance. Expired RGA Numbers will be considered invalid and no credit will be issued.
- All returned product must be received at Sagent Memphis within 90 days of RGA issuance to receive credit. Products that have been destroyed by customers or agent of customer will not receive credit.
- Sagent will issue an eighty-percent (80%) credit allowance based on the end user customer’s original purchase price (per the provided invoice).
- For Wholesaler Customers, Sagent will issue an eighty-percent (80%) credit allowance for the lower of the original or current WAC price.
- Credit will be allowed toward future purchases of any Sagent products. Credits from returned goods are valid for one (1) year from the date of issuance.
- Returns totaling fifty dollars ($50.00) or less are not eligible for credit.
- Product should be returned by the customer who purchased the product from Sagent. Credit will be issued to customer’s account.
- Returned products will be verified by Sagent and the final credit will be calculated based upon Sagent’s count.

**RETURNS NOT ELIGIBLE FOR CREDIT**

- The following product will not be eligible for credit due to the nature its usage:
  - Adenosine Syringe
- Sagent will not issue any credit for returns from Excluded Trade Classes or returns of discontinued Product
- Special customer-specification Product
- Products not in their original unopened packages (unless received by Customer in damaged condition)
- Partial
- Products sold pursuant to special sales promotion programs or Products covered by a Sagent returned goods waiver program
- Packages which have been marked or disfigured in any way
- Products damaged by water or fire
- Products which have been involved in a fire or bankruptcy sale

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• Products that have been held, stored, shipped, or returned in a container that casts doubt on the safety, identity, quality, strength or purity of the Products
• Products that require refrigeration, without prior approval of Sagent
• Non-expiration-dated Products
• Products that are otherwise in an unsatisfactory condition in Sagent’s sole discretion

PRODUCT RETURNED THROUGH WHOLESALER

Sagent’s preferred method of return is direct from the Customer to Sagent. However, in the event Customer returns Product through the wholesaler the Product was purchased from, the following terms will apply. All Customer returns to the wholesaler must be supported by the Debit Memo/RGA. In the event no Debit Memo/RGA is provided, the wholesaler is prohibited from receiving the returned Product and must direct the Customer to return the Product directly to Sagent to receive proper credit. Failure to provide a debit memo will result in pricing being determined by Sagent.

Wholesaler Receives Product Return from Customer

Returned Product is Merchantable and Placed Back into Wholesaler's Inventory for Sale: In such event, should the wholesaler issue a credit to Customer related to a Product returned to the wholesaler, Sagent will receive a negative chargeback from the wholesaler in the amount equal to the WAC at the time of sale to Customer less the amount the wholesaler issued credit (contract price) to Customer.

Wholesaler/Reporting Distributor Receives Recall Returns from and Recalled Product is Returned to Sagent at WAC

In such event, should the wholesaler or a reporting distributor issue a credit to a Customer related to a Product recall returned to the wholesaler or reporting distributor, Sagent will receive a negative chargeback from the wholesaler or reporting distributor in the amount equal to the WAC at the time of sale to the Customer less the amount the wholesaler or reporting distributor issued credit (contract price) to the Customer.

Shipping Errors/Damaged Shipments:

Products shipped in error by Sagent are subject to 100% replacement credit if reported to Sagent within ten (10) days of receipt and returned to Sagent in original condition within 25 days of receipt. Products damaged in transit are subject to 100% replacement credit if reported to Sagent within ten (10) working days of receipt and returned to Sagent within 25 days of receipt. Contact Sagent Customer Service at 866-625-1618 to report shipping errors or damaged shipments.

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Return Transportation Charges:

Prepaid by customer except when return is due to shipping error or products damaged in transit.

Terms of Return Policy:

- Sagent will not pay any third-party returns, destruction charges, shipping costs or processing fees
- All returns are subject to review by Sagent. Issuance of RGA does not guarantee credit. Credit issuance is dependent on confirmed receipt/review of return goods.
- Returns made to Sagent or its agent without prior approval, as evidenced by a Sagent RGA, will be destroyed and credit will not be issued.
- Sagent may, at its discretion, make exceptions to the returned goods policy based upon extenuating circumstances

Product Recall:

Should a product recall or withdrawal be necessary, Sagent will compensate its customers only for the reasonable expense incurred in performing all recall services requested by Sagent per HDA guidelines.

Other:

Sagent Pharmaceutical reserves the right to impose a handling fee on all returned goods. Federal law prohibits our representatives from transporting products between accounts or picking-up returns. Sagent reserves the right to inspect all authorized returns prior to issuing credit and to destroy products deemed unfit for sale.