



Return Policy for Virtus Pharmaceuticals effective March 1, 2020

Virtus Pharmaceuticals values your business and we appreciate the opportunity to serve you. To ensure your returned products are processed correctly, please review the instructions and policy below. Virtus Pharmaceuticals accepts returns of its pharmaceutical products, but only from parties purchasing product from Virtus or through an authorized distributor of record of Virtus for purposes of resale in the normal course and/or dispensing to the general public and if the product expiration date has passed or the product has less than six(6) months expiration dating remaining. To the extent that this return period or policy conflicts with the requirements of any applicable state law, the return period or policy will parallel with the applicable state law. Virtus requires that the account indicate from which authorized distributor the product was purchased. Virtus further reserves the right to request proof of purchase in the form of an invoice that identifies the name of the supplier, which is (or was at the time of purchase) an authorized distributor of record of Virtus, and the quantity and date of purchase.

Customers are required to obtain a prior authorization before a credit will be issued concerning a Virtus product. Credit will be extended in accordance with this policy for all Virtus products currently in the channel of distribution if they are outdated, discontinued, damaged, or deteriorated, but in no event will credit be extended for product that is outdated by more than twelve (12) months. Partial returns will not be accepted unless required by applicable state law, as mentioned above.

Prior Authorization is required for all returns

Credit will not be issued for Unauthorized Request for Credit

Please follow the instructions on the last page of this policy to obtain an RA.

Product available for Credit:

- Product purchased directly from Virtus Pharmaceuticals, or from an authorized distributor of record.
- Product authorized by Virtus for return and returned within policy guidelines.
- Expired product in sealed, original unopened Virtus container (no partials).
- Expired product, but not more than twelve (12) months past expiration date.



- Concealed damage claims made within 10 days of receipt and request for authorization is received by Virtus within 30 days of invoice date.
- Products damaged in shipping to consignee accompanied by a signed bill of lading noting such damage. (Claims must be made within 10 days.)

Ineligible Returns:

- Product obtained illegally or sold as short dated, close-out, special promotion and/or sold as non-returnable.
- Product not purchased directly from Virtus Pharmaceuticals, or an authorized distributor of record. **No 3rd party or batched returns will be allowed.**
- Product shall be ineligible for return when the intent of the customer is to temporarily reduce inventory. Credit may be reduced or refused when inadequate inventory controls cause excessive product returns.
- Product with broken seals, in open packages, or from which individual units have been removed.
- Product with label defaced, covered, removed, or unreadable.
- Product with lot number or expiration date missing, covered, removed or unreadable.
- Professional samples
- **Product not returned within 30 days of authorization.** Any return authorization issued by Virtus shall expire within thirty (30) days of its issuance. Authorization for a return may only be obtained once.
- **Unauthorized returns**
- Product that has more than six (6) months remaining on its expiration date, or that is more than twelve (12) months past expiration date.
- Partial containers
- Product damaged at the customer's warehouse or store level.



- Repackaged products or product not in its original containers.
- Product purchased for the purpose of stockpiling for speculative means.
- Product stored under improper conditions or exposed to fire, smoke, water, or other adverse environmental conditions.
- Outdated returns totaling \$25.00 or less

Credit:

- All expired product returned in unopened containers up to twelve (12) months past expiration date in accordance with and subject to the other terms and conditions set forth herein will be credited at the lesser of net purchase price or current contract price less fifteen (15) percent. Credit will be issued based on unit count received at our warehousing sites. Product sold to any government stockpile program will not be accepted for return.
- Virtus Pharmaceuticals will not be responsible for fees associated with outside or third-party processing companies.

Procedure:

- Follow the instructions on the last page to obtain a RMA#, which is used for internal purposes only. **VIRTUS PHARMACEUTICALS DOES NOT ACCEPT THE PHYSICAL PRODUCT BACK, YOU MUST DESTROY IT AND PROVIDE PROOF OF DESTRUCTION OR SENT TO OUR DESTRUCTION COMPANY AT:**

Pharmaceutical Dimension
7353-A West Friendly Ave.
Greensboro, NC 27410

- Credit will not be given for any product where return authorization was not granted.
- Returns are subject to a processing fee (15%).
- Customer is responsible for processing fees, shipping fees and destruction fees.



Instructions for obtaining a RA, please note that we do not accept faxed request for RAs.

Please email your requests with a pdf of your debit memo to returns@virtusrx.com and you will receive an authorization within 5 business days of your request. You can only attach one debit memo per return authorization request, or the request will be rejected. Please note that a return authorization is not a guarantee of credit.

Sincerely,
Returns Department
Virtus Pharmaceuticals