

Effective April 03, 2023

This return goods policy applies to all Viona labeled pharmaceutical products with a labeler code of 72578. Only Products purchased directly from Viona will qualify for return and/or credit. Viona does not pay for fees such as processing/handling, documentation, administration, or destruction fees for returning any product other than recalled product. For customers using other return companies for processing and destruction, Viona will not assume responsibility for any charges incurred.

A. Return of Expired or Short Dated Products:

Viona contracts with Inmar Rx Solutions to manage the return of expired or short dated Products. All products must be returned to Inmar in accordance with the following procedures to be eligible for credit.

PROCEDURE FOR RETURNING EXPIRED/SHORT DATED PRODUCT:

Request for Return Authorizations (box labels) can be made by any of the below methods:

- Accessing the Inmar website at https://hrm.reskureturns.com. You will need to upload a PDF copy of your debit memo)
- 2. Email your debit memo to <u>customerservice@vionausa.com</u>. Be sure to include NDC#, lot# and expiration dates assigned to each item.
- 3. Fax your debit memo to Viona Pharmaceuticals Inc. at + 1 908 514 4005

Upon receipt of a box label(s), actual returns are to be forwarded to the processing facility at the following location:

Inmar RX Solutions, Inc. 3845 Grand Lakes Way Suite 125 Grand Prairie, Texas 75050

All returns must be received by Inmar within thirty (30) calendar days of Return Authorization ("RA") issuance and include a copy of the debit memo enclosed in the box.

For assistance with the return process contact Inmar Customer Service at 1-800-967-5952. Hours: Monday thru Friday 8am – 5pm Eastern Time.



Returnable Items Eligible for Reimbursement

- Product must be a Viona labeled product purchased from Viona.
- Products must be within six (6) months of expiration date and up to 12 months after expiration date stated on the package.
- Products must be sealed, full, unopened, original Viona containers with legible lot/expiration dates.

Returnable Items Not Eligible for Reimbursement

- Products with more than six (6) months dating prior to their expiration date.
- Products that are more than twelve (12) months past their expiration date.
- Products returned without an approved Return Authorization form, including excess quantities not included in the RA.
- · Product sold on a non-returnable basis, samples, donations, or free goods.
- Products without the lots/expiration dates.
- Partial or open bottles, except where required by law.
- Products packaged in a tube that are open.
- Product which has been repackaged, product purchased through a bankruptcy sale, fire sale, distress merchandise, or product not in original container are not eligible for credit. Viona will not credit for product damaged due to insurable causes such as fire, floods, or earthquake.
- Products with broken seals, opened, coded, dated, damaged or missing label, or soiled packages.
- Product not in its original packaging.
- Private label products, or products relabeled.
- overstocked product.
- Merchandise distributed contrary to federal, state, or local laws.
- Product not purchased directly from Viona.



Valuation of Returns

- Viona will issue credit to direct customers. This credit will be issued at the lowest of either original invoice price of the prevailing contract price on the date the goods are returned to Viona.
- Any indirect customers should return product to the wholesaler they purchased the product from. Viona will make any necessary credits to the wholesaler which purchased from Viona.

Transportation Charges

- · All returns to be prepaid by customer unless product has been shipped in error by Viona.
- Any product shipped collect will be refused and sent back at the customer's expense.

B. <u>DAMAGED PRODUCT, SHORTAGE AND MIS-SHIPMENT PROCESS:</u>

Questions or Claims for Product damages, shortages and mis-shipments can be directed to Viona customer service at customerservice@vionausa.com or by calling 888-304-5022

To avoid any delay in resolving damage or mis-shipment claims, please review the following:

- · All orders should be received and counted prior to customer's acceptance of delivery from the carrier.
- Any product damages or mis-shipments, including shortages, should be noted on the transport company's freight bill or bill of lading, and be countersigned by the customer.
- The customer should contact Viona customer service for any products damaged in transit, (Freight damage), or product shortages or Mis-shipment including overages within five (5) business days of receipt of shipment and obtain a RA for damaged and mis-shipment product as applicable.
- The damaged product must remain in the original carton should inspection be required by the transportation company. Viona must be in receipt of product no more than thirty (30) days after RA issuance to qualify for credit or product replacement. The customer should provide Viona with pictures of the damaged Product to be eligible for Product credit.
- For the products shipped in error on the part of Viona, the customer will make reasonable efforts to retain over-shipped Product along with receiving appropriate invoicing for kept Product.



C. Miscellaneous

- Returned products will be evaluated and credit will reflect eligibility and/ or ineligibility. All products returned, whether eligible for credit or not, become property of Viona. All products are returned with the understanding that they are subject to final review and evaluation by Viona and will be processed in accordance with the most recent return policy in effect at the time of the return.
- Viona reserves the right to amend this policy at any time.
- Recalled product returns will be handled per the instructions in the recall notification package.
- Viona policy strictly prohibits any sales representative or any other employee from giving samples or stock packages to any customer to replace merchandise. All returns must be made according to this return goods policy.