



RETURN GOODS POLICY

POLICY STATEMENT:

Oryza Pharmaceuticals, Inc. requires that all returns be authorized and accompanied by a completed Return Goods Authorization Form. All returns are subject to prior approval. **Oryza Pharmaceuticals will only accept returns from customers who have purchased products directly from Oryza Pharmaceuticals.** Authorized returns include only the following Oryza Pharmaceuticals manufacturer's labeler code 72516. Only product purchased after March 1st, 2021 will qualify for Return Goods Policy.

Third Party or Reverse Logistics Companies must request a return authorization for returns on behalf of their customers. The hiring company must pay all fees for the third-party service. Oryza will not be responsible for these charges. No credit will be issued if included in debit memo amount.

RETURNABLE ITEMS:

- In-date products with less than 6 months remaining shelf life.
- Expired products that are not more than 12 month's past expiration date.
- Concealed damage claims made within 10 days of receipt.
- Products received in error or damaged in shipping (accompanied by signed bill of lading noting damage) if reported to Customer Service within 10 business days of receipt and returned within 30 days.

NON-RETURNABLE ITEMS (NO CREDIT):

- Unauthorized returns
- Products with stickers, marked, coded, dated, damaged, soiled or adulterated in any way.
- Product in which the lot number and/or expiration date is missing, illegible, covered, and/or unreadable on original container.
- Products sold on a non-returnable basis such as short date promotions and discontinued products.
- Products that are requested for return by customers that did not purchase directly from Oryza.
- Products provided free of charge or as a promotional incentive.
- Products damaged or deteriorated due to conditions beyond manufacturer control, such as improper storage or handling (heat, stored under improper conditions or exposed to fire, smoke or water).
- Product not in sealed original container, or bearing its original label, or partial bottles, unless mandated by the state.
- Product containing prescription or patient labels.
- Counterfeit product.
- In-date products with more than 6 months remaining shelf life.
- Products that are more than 12 months past the expiration date.
- Products that have been discontinued more than one year.
- Product involved in distressed, sacrifice, fire, or bankruptcy sale.
- Returns, which exceed 60 days from date of Return Authorization.
- Products received with concealed damages not reported within 10 days. (See returnable items)
- Private label merchandise
- Products, which have been recalled, but are past the time limitations outlined in the recall letter.



RETURN GOODS POLICY (Cont'd)

- Credit(s) will not be allowed for Processing Fees unless previously agreed to in writing by Oryza.
- Overstocked Items
- Batched returns from multiple providers and/or not disclosed on the debit memo.

PROCEDURE FOR RETURNING MERCHANDISE:

Step 1: Requesting a Return

Please contact Oryza Customer Service Department at 855-257-0292 or email OryzaCS@eversana.com for RGA assistance and send all returns (upon RGA issuance) to the following address:

Eversana
c/o Oryza Pharmaceuticals, Inc.
4580 Mendenhall Road
Memphis, TN 38141

Once an RA has been issued, products need to be shipped in their entirety and promptly returned to Eversana.

Step 2: Required Information – Debit Memos should contain the following information:

- Name of Company/Facility Location/Facility DEA#, and phone#
- Name of person requesting and email
- Name of wholesaler
- Oryza Pharmaceuticals NDC Number 72516
- Product Name
- Strength
- Lot Number
- Expiration Date
- Quantity
- Price
- Reason for return
- Debit Memo Number

All returned controlled drugs should be packaged and shipped separately. Do not mark shipping cartons with actual product content. A DEA 222 Form is required for returning Schedule II drugs. This Form should be obtained prior to merchandise being returned.

Any product return that is not detailed on the completed Return Authorization Form will not be accepted for return, will not receive credit, and will be destroyed by Oryza Pharmaceuticals.

Credit for returned merchandise will be allowed at the current price for such products on the day they are received or the lowest invoice/contract price to the customer over the past 24 months, less any discounts when ordered, whichever is lower.



RETURN GOODS POLICY (Cont'd)

Credit will only be issued where the return authorization total amount is greater than \$ 25.00.

Credit will only be considered for items and quantities that are listed on the return authorization. Unauthorized returned products, including quantities, lot #'s, etc., will be denied credit.

Step 3: Returning Merchandise

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

**Eversana
c/o Oryza Pharmaceuticals,
Inc. 4580 Mendenhall Road
Memphis, TN 38141**

- Ship fully insured, freight prepaid, and accompanied with the Oryza Pharmaceuticals Return Goods Authorization Form and information as requested in Step number 2 above.

TRANSPORTATION CHARGES:

- Transportation and insurance charges on all returned merchandise are the responsibility of the customer except when due to an Oryza Pharmaceuticals error, as determined by Oryza Pharmaceuticals.
- Merchandise cannot be sent via US mail. It must be traceable in the event a package is lost in transit.

TERMS OF RETURN POLICY:

- Credits will be issued based upon the lowest invoice/contract price to the customer over the past 24 months or the current selling price whichever is lower.
- All returns will be in the form of an account credit memo.
- Oryza Pharmaceuticals representatives are prohibited from picking up or transporting products for return.
- Oryza Pharmaceuticals reserve the right to destroy, without recourse, all unauthorized merchandise returned.
- Oryza Pharmaceuticals will deduct the value of the return from the sales volume subject to volume rebate.



RETURN GOODS POLICY (Cont'd)

- Oryza Pharmaceuticals will deduct all discounts, rebates, promotional/tradeshows allowances and new product incentives applied to the invoice at the time of purchase from the credit memo issued for returned product(s).
- Invoice deductions are prohibited; deductions must be based on the return authorization. Credit memos will be issued.
- No shelf-stock adjustment will be given for returned goods unless they are in-transit at the date of the shelf-stock adjustment and at the incorrect price.
- Credit will not be issued for merchandise that has been destroyed by customer except if prior mutually agreed upon arrangements have been made. It is the customer's responsibility to provide proof of destruction.
- Proof of returns is the customer's responsibility.
- All credit pricing differential is due and payable within 30 days.
- All deductions made by customers, which have not been previously authorized, will be subject to a percentage handling fee and reverse of cash terms

SHIPPING ERRORS OR MIS-SHIPMENTS:

- Please direct all returns of this nature to Oryza via Eversana Customer Service at (855) 247-0292 or in writing to OryzaCS@eversana.com within five (5) business days of receipt for non-controlled products and forty-eight (48) hours for controlled products
- Please include:
 - Original Purchase Order
 - National Drug Code (NDC)
 - Quantity affected
 - Lot number of the product involved
 - Brief explanation of the incident
 - Photo evidence (if available)

INFORMATION:

Eversana
(855) 247-0292
4580 Mendenhall Road
Memphis, TN 38141
OryzaCS@eversana.com



RETURN GOODS POLICY (Cont'd)

MISCELLANEOUS:

- Oryza reserves the right to destroy all merchandise returned that is not eligible for credit or does not conform to the Oryza return policy.
- All transportation charges including insurance are the responsibility of the customer.
- Recalls will be handled according to HDA or FDA guidelines for notification and reimbursement.

EFFECTIVE DATE: June 15, 2021