

Hospira General Information
Terms & Conditions of Sale – Hospira Worldwide, Inc.

This policy applies to all products sold or distributed by Hospira Worldwide, Inc. including, but not limited to, Mayne Pharma labeled products and products distributed for Aventis®, ICU Medical®, and Syrex®.

Prices published in our catalog or on our website are subject to change without notice.

Websites: Ordering & Shipment Tracking: e.hospira.com Catalog & General Information: www.hospira.com.

Faxed orders will be entered within 2 business days.

Shipment

- Orders are shipped F. O. B. Origin (freight prepaid and add). Freight is added to the invoice. Contract terms may vary.
- Title to goods sold passes to the customer upon delivery to the carrier.
- Shipments to customers in Alaska, Hawaii and Puerto Rico are invoiced a freight and handling surcharge.
- Deliveries made on an emergency or expedited basis at customer request which are not due to Hospira error are invoiced for additional freight and handling charges.
- Products are shipped on a scheduled order and delivery basis. Orders will be consolidated for shipment according to the customer's pre-established delivery schedule. Hospira reserves the right to charge customers for inefficient ordering patterns or delivery requirements. To establish or modify your order and delivery schedule please contact Hospira Customer Care at 1-877-9HOSPIRA or 1-877-946-7747.
- Will call orders are subject to acceptance by Hospira and may incur an additional charge.
- Direct shipment from Hospira manufacturing facilities is available for qualified customers. For more information, please contact Hospira Supply Channel Services (800-962-8705).
- Hospira retains the right to apply invoice surcharges due to an increase in fuel costs or other costs associated with the delivery of Hospira products.
- Orders with a combined invoice total less than \$250 are subject to a \$50 minimum handling charge.
- Deliveries should be inspected for damage and total piece count, before carrier departs. Note discrepancies and/or damages on the carrier's delivery receipt. Failure to do so may result in denial of credit. Call Customer Care to report shortages and damages within 2 business days. Full credit is allowed for Hospira caused damage or losses.
- If a shipment is refused, immediately notify Hospira Customer Care to expedite credit and corrective response.
- Hospira will not honor special requests for product dating.

Customer Order Forms. None of the provisions of a customer purchase order or any acknowledgement thereof (whether printed, stamped, typed or written), except those specifying the quantity and the products ordered, invoice information and shipping instructions, will be considered applicable to the customer's purchases. No modification of the Terms and Conditions of Sale, including any different or additional terms contained in any purchase order, acknowledgment form or other written document, will be binding on Hospira unless specifically accepted in writing and signed on behalf of Hospira by an authorized representative. All orders are subject to acceptance at the home office, Lake Forest, Illinois.

Customer Contracts

Prices in this catalog apply in the absence of a customer contract. Customer is responsible to be aware of products under contract and the corresponding effective dates of those contracts. If a contract expires, pricing will revert, if applicable, to other existing contracts. If no other contracts are eligible to customer, pricing will revert to catalog price.

If contract expires, Hospira at its discretion may:

- Offer a temporary extension for a limited period of time.
- Increase prices during extension.
- End any applicable rebate programs

Invoice Payments & Payment Terms

- Unless otherwise stated, payment terms are net 30 days from invoice date.
- If a portion of an invoice is in dispute, remit the undisputed balance within standard payment terms and attach an explanation of the dispute to aid resolution.
- Past due balances, not due to an invoice dispute, are subject to a service charge of 1-1/2% per month (or the highest amount allowed by law, if lower). Payments are applied as directed by the customer in their remittance advice.
- Any excise, sales, or other applicable taxes are added to the invoice and are the responsibility of the customer.
- Pricing, discount, and tax claims/verification requests must be made within 90 days of the original invoice date and may be subject to a \$25.00 per invoice research fee.
- Proof of delivery requests must be made within 60 days from invoice date. Requests received after 60 days will be subject to a \$25.00 research fee.

Hospira General Information
Terms & Conditions of Sale – Hospira Worldwide, Inc.

Recalls

In the event of a product recall, contact Hospira Customer Care directly at 1-877-9HOSPIRA or 1-877-946-7747 or the wholesaler through which the product was purchased in order to initiate a return.

Force Majeure. Hospira will not be liable for failure to perform any contract or supply any product due to strikes, fires, explosion, flood, riot, lock out, injunction, interruption of transportation, accidents, inability to obtain supplies at reasonable prices, shortage of raw materials, discontinuance of a product line, manufacturing problems, act of governmental authority, terrorism, acts of God, or other causes beyond its control. Customer agrees that in such events, Hospira may allocate available products among all purchasers and Hospira's own requirements, without liability.

Guarantee. Hospira makes the express warranties contained in this catalog and in the descriptions and directions for use of the labeling for products offered for sale in this catalog. All products are guaranteed to meet the requirements of all federal laws and regulations. This guarantee relates to the identity and purity of the ingredients and to the skill and care used in the production of the articles sold. However, because Hospira has no control over the use or administration of these products, Hospira cannot give and hereby disclaims any guarantee concerning the effect on the patient. It is the responsibility of those persons who are informed in the medical sciences and are competent to judge from the diagnosis, and in light of the circumstances of the case, whether any of these products should be administered, and if administered, how and in what dosage they should be given for the benefit of the patient. It is Hospira's intention to give to its customers, whenever possible, all needful or desired information concerning each product sold by Hospira. Inquiries or comments concerning formulas, dosages, and the like, will receive our prompt consideration. HOSPIRA DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT, AND ANY REPRESENTATION OR WARRANTY RELATING TO ANY SINGLE USE PRODUCT IN CONNECTION WITH ITS RE-USE. IN NO EVENT SHALL HOSPIRA BE LIABLE HEREUNDER FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY LOST BUSINESS, REVENUES OR PROFITS FROM ANY BREACH OF THIS CONTRACT.

The above guarantee applies only to product purchased directly from Hospira or its authorized wholesalers and distributors. Product obtained through other sources is not guaranteed.

Returned Goods Policy

Customers may return Hospira product purchased directly from Hospira or purchased indirectly from an authorized wholesaler or distributor. Product must be returned to Hospira regardless of the origin of purchase. Credit will be granted under these conditions and terms:

A. Authorization

Required for product returned prior to expiration.

Call Hospira Customer Service (1-877-9HOSPIRA or 1-877-946-7747) for a Returned Goods Authorization (RGA). The RGA form must be completed and signed by the customer in accordance with FDA good manufacturing practices. **Credit** is granted for unexpired product only with an authorized and signed RGA.

- Expired/Excess stock returns shipments will be issued credit only when the returned product received has a value greater than \$25.00.
- Only lot numbers and quantities specified on the RGA will receive credit for ordering/shipping/excess stock returned goods.
- Receipt of an RGA does not guarantee credit. The RGA is for credit consideration and the amount of credit will be based on the actual quantity and condition of the product returned.

B. Credit for Ordering and Shipping Errors

Product delivered to customers due to ordering or shipping errors may be returned for 100% credit if product is restocked. Credit is granted subject to these conditions:

- **Shortages/Damaged product.** Report shortages and damages within 2 business days of delivery. To insure full credit for damaged product, please provide the carrier's report of damaged goods or other similar documentation.
- **Product must be returned to Hospira within 30 days of original delivery in salable, original, full, unopened, undamaged and clean cases. A signed RGA must accompany these returns. To prevent damage during shipping, it is recommended that the product is insured and/or over packed.**
- Nonrestockable products such as Liposyn® products, all controlled drugs, products requiring refrigeration (including Quelicin®, Lorazepam, and Cenolate®), and products requiring special storage/handling will receive 50% credit. If a Hospira error caused the return, 100% credit will be granted.
- Custom products may not be returned except in the event of a Hospira error.

C. Returned Goods Credit for Excess Stock

Products returned over **30** days after original delivery may be eligible for credit as excess stock.

Eligible products are:

Hospira General Information
Terms & Conditions of Sale – Hospira Worldwide, Inc.

- **50% credit** for Large Volume Parenteral Solutions (including Premixed Solutions, Partial-Fill IV Solutions, and ADD-Vantage® Partial-Fill Solutions), Irrigation Solutions, Invasive Monitoring Products and Nutritional Products (excluding Liposyn®) **returned and restocked** 6 months or more prior to expiration date in original, full, unopened, undamaged and clean cases. **A signed RGA must accompany these returns.**
- **75% credit** for non-expiration dated Invasive Monitoring Products returned within 12 months of original invoice date in salable, original, full, unopened, undamaged and clean cases.

D. Returned Goods Credit for Expired Product

Some Expiration Dated Products may be returned to Hospira for credit after expiration.

Eligible products are:

- 50% credit for Anesthesia products, Specialty Pharmaceuticals, Oncology Products, and Prefilled Vials for use with PCA Infusers, returned in full, undamaged and unopened cases or shelf packs (or a salable unit as described by Hospira) within zero to 3 months after expiration date.
- Credit for expired product is limited to 10% of prior two years purchases of each List Number purchased.

E. Hospira Returned Goods Process

1. **Returned Goods Authorization (RGA) is required for product returned prior to expiration.** Call Customer Service (1-877-9HOSPIRA or 1-877-946-7747) to obtain RGA. Provide NDC product code or List-Tuc number, lot number, expiration date and quantity to be returned at this time. This applies to all products **excluding Schedule II** drugs.
2. Customer Service will mail RGA form and shipping labels to customer.
3. Arrange a carrier to return the product.
 - Hospira will help arrange and pay for a carrier to pick up product returned due to Hospira's error. Carrier will schedule a time with customer to pick up product. Under all other conditions, the customer pays for freight on returned goods shipments.
- Or**
 - Customer may arrange and pay for shipment of product to Hospira. Hospira will reimburse freight costs when Hospira's error caused the return. A signed Returned Goods Authorization form is required for unexpired product even if the customer chooses the carrier. No credit will be allowed on freight collect returned goods shipments to Hospira.
4. Hospira verifies authorization, RGA signature, quantities returned, product condition, and issues appropriate credit.
5. Field destruction of expired product (excluding Schedule II controlled drugs – see point 8 below.) will **not** be accepted for credit.
6. Third Party Returned Goods Companies may return expired product on behalf of their customers. Required information includes customer name and address, customer's Hospira account number, customer's DEA number, NDC product code, lot number, quantity returned, size description and expiration date. **Returns must be segregated by customer or credit may be delayed or denied.** Expired product (except Schedule II) should be sent freight prepaid to:

GENCO Pharmaceutical Services (formerly Capital Returns, Inc.)
6101 North 64th Street
Milwaukee, WI 53218

No RGA is required for Expired product returns.

7. Schedule II Product Returns

Stericycle Pharmaceutical Services processes Schedule II returned goods for Hospira. An authorization number is required to receive credit for return of non-expired product by calling Hospira at 1-877-9HOSPIRA or 1-877-946-7747. Call Stericycle at 1-800-777-6565 to obtain 222 forms once authorization is obtained from Hospira. Expired product may be shipped directly to Stericycle without pre-authorization from Hospira and remain eligible for credit. No credit will be issued for all other products returned to Stericycle regardless of condition and dating.

8. Customers may use their own returned goods company to destroy **Schedule II** drugs only. Destruction must be witnessed by the DEA. Send a copy of DEA form 41 to Hospira along with customer name and address, Hospira account number, NDC product code, lot number, quantity returned, size description and expiration date to receive credit.

F. Terms

- Hospira reserves the right to destroy products which are returned outside the above policy or which are considered unfit or unsafe for use. No credit will be issued.
- Products not distributed by Hospira will be destroyed upon receipt without compensation to customer.

Hospira General Information
Terms & Conditions of Sale – Hospira Worldwide, Inc.

- Hospira is solely responsible for determining if returned excess stock is salable. GENCO Pharmaceutical Services will make the determination of expired product condition (except Schedule II which will be handled by Stericycle).
- Credit will be issued directly to the customer (not the Third Party Returned Goods Company).
- No credit will be allowed on freight collect returned goods shipments to Hospira. GENCO Pharmaceutical Services will not accept collect shipments.
- No credit is allowed for product involved in fire, bankruptcy, or certain special promotion deal sales.
- Product expressly sold as non-returnable cannot be returned except in the event of a Hospira error.
- Medication management devices, pain management devices, compounders and Invasive Monitoring systems and hardware accessories are not returnable under this policy. Check the contract under which the device was purchased for return options or call your Hospira representative for more information. Hardware items controlled by serial number must be returned with the original serial number intact.
- Credit for the return of expired products is offered only for products that were originally purchased with the intent and expectation that such products would be used on patients on an ongoing basis. Purchases for which the expected product return rate is significantly greater than the typical return rate of Hospira products, such as purchases for stockpiling programs, require a Return Goods Authorization, where issuance of credit is entirely at the discretion of Hospira and will be based on original purchase price, remaining shelf-life of the product at time of return, and advance notification to Hospira of Customer's intent to return such products.
- Product samples are not returnable for credit.
- This policy will be adapted to comply with local laws and regulations.
- Hospira reserves the right to make exceptions and modify this policy without advance notice.

G. **Minimum Return Credit:** \$25.00 in total returned product credit value.

Returned Goods Credit Policy

Requirements for Credit Consideration	Shipping & Ordering Errors	Excess Stock	Expired Product
Required	<ul style="list-style-type: none"> • Return product within 30 days of invoice date. • Report shortages, overages, or damage within business 2 days of delivery. 	Return product 6 or more months prior to expiration in full, unopened & undamaged cases.	Return product zero to 3 months after expiration date in full unopened and undamaged cases or salable units.
Eligible Products	All product returned & restocked.	<ul style="list-style-type: none"> • Invasive Monitoring Products* • Large Volume Solutions • Nutritional Product 	<ul style="list-style-type: none"> • Anesthesia Products • Specialty Pharmaceuticals • Prefilled Vials for use with PCA Infusers • Oncology Products
Credit Allowed	100%	50%	50%
Exceptions	<ul style="list-style-type: none"> • 50% credit for controlled drugs & certain refrigerated products. • 75% credit for non-expiration dated Invasive Monitoring Products returned within 12 months of original invoice date and in salable condition. 	<ul style="list-style-type: none"> • Liposyn® is not returnable for credit. • 75% credit for non-expiration dated Invasive Monitoring Products returned within 12 months of original invoice date and in salable condition. 	
Not Eligible	<ul style="list-style-type: none"> • Product accompanied by unsigned RGA forms will receive no credit. • Products or lots that do not fall under expired product requirements and are not listed on an RGA will receive no credit. 	<ul style="list-style-type: none"> • Anesthesia Products • Specialty Pharmaceuticals • Prefilled Vials for use with PCA Infusers • LTA Kits • Administration Sets • SetSource • Pump Accessories and Sets • Demonstration and Evaluation product • Product expressly sold as non-returnable • Product involved in fire, bankruptcy, or certain special promotion sales • Product returned outside of policy terms 	<ul style="list-style-type: none"> • Invasive Monitoring Products • LTA Kits • Administration Sets • SetSource • Administration Sets • Pump Accessories and Sets • Demonstration and Evaluation product • Product expressly sold as non-returnable • Product involved in fire, bankruptcy, or certain special promotion sales • Product returned outside of policy terms