

MARQIBO RETURN GOODS POLICY

Procedure for Returning Items

- a) Customers (Wholesalers and Distributors) shall obtain a return goods authorization (RGA) for returns by either emailing MarqiboReturns@icsconnect.com ,
- b) Return to Talon Pharmaceuticals, Inc. (TAL) at the address listed below.
- c) An itemized packing slip, with reason and a RGA where applicable must accompany any returned goods.
- d) If returning more than one box, each box should clearly be marked with the RGA number and box number, *i.e.*, “1/2, 2/2”.

Shipping and Returned Goods Address:

Talon Pharmaceuticals, Inc.
420 International Blvd, Suite 500
Brooks, KY 40109

Packing slip information should include the following information:

- Product Name
- Quantity for Each Product
- Lot Numbers (if possible)
- Net Unit Purchase Price (net of allowances and discounts)
- Debit Memo Number
- Billing Address
- Shipping Address
- Reason for return
- Contact Person
- DEA # or State Pharmacy ID
- RGA number

Returnable Items

- TAL will issue authorization for the return of eligible, unopened product only.
- Returnable product approved by TAL for return must be shipped freight prepaid within forty-five (45) days of authorization date.
- Eligible Products for Return:
 - a) Received by customer as damaged. Products received damaged may be returned for full credit, when reported, including freight, within four (4) days of receipt. If product is received damaged please have the transportation company note “damaged” or “broken” on the freight bill. Claims should remain in the original carton for inspection.
 - b) Received by customer in error. Product shipped in error by TAL may be returned for full credit, including freight, when returned within thirty (30) days) of invoice date. Products must follow RGA instructions.

- c) Ordered by customer in error. Products ordered in error may be returned for credit, freight prepaid, when reported within four (4) days of receipt.
- d) Expired product. Qualified Expired product may be returned for credit if approved by TAL. Expired product must be received within six (6) months after expiration for credit to be issued.

Non-Returnable Items

- a) Merchandise that is not in the original, primary container; this includes partial containers.
- b) Merchandise 6 months or more past expiration date.
- c) Merchandise obtained other than through normal channels of distribution or purchased from a source other than an authorized distributor of record of TAL.
- d) Merchandise involved in a fire sale, sacrifice sale, bankruptcy, flood, or earthquake.
- e) Items deteriorated or damaged due to conditions beyond the control of the manufacturer, such as improper storage, heat, cold, water, smoke, fire, negligence, etc.
- f) Merchandise deleted from Product Compendia (First DataBank, MediSpan) for one year or more.
- g) Non-original or repackaged merchandise.
- h) Product sold with specific understanding that is non-returnable.
- i) Merchandise that is obtained in violation of state and federal regulations.
- j) A Certificate of Destruction does not qualify as an acceptable format for product return.

Transportation Charges

Transportation charges will be prepaid by customer. No credit will be issued for the administration, shipping, or handling of returns.

Terms of Return Policy

- a) Credit for returned goods is issued at the invoice price paid by the distributor or at current applicable contract price when received less third party handling charge, whichever is lower.
- b) No credit will be issued for administration, shipping or handling, including third party processing fees.
- c) Deductions from payables may not be taken until credit memo is issued. Unauthorized deductions for returns may result in held orders.
- d) For items purchased from a wholesaler, credit will be issued through the wholesaler.
- e) Returns are subject to final count and acceptance by TAL. TAL reserves the right to accept or reject the merchandise for credit.
- f) TAL reserves the right to destroy, without recourse, all returned packages.
- g) Returns should be channeled through the original source of purchase. The original source of purchase is defined as the entity that was directly invoiced by TAL and the distributor of origin.
- h) Unauthorized returns may be destroyed and not reimbursed. TAL reserves the right to inspect all authorized returns prior to issuing credit and to destroy products deemed unfit for sale whether or not they are eligible for credit.



and its wholly-owned subsidiary **TALON**
THERAPEUTICS

Title and Risk of Loss

Title and risk of loss will pass to customer at the time products are delivered at customer receiving dock. Delivery of all quantities of products shall be deemed to be made in full and in good condition unless TAL Customer Service is notified within 4 days from the date of shipment from TAL.

Exceptions

TAL reserves the right to make exceptions to this policy due to business need and State statute.