



PRODUCT RETURN POLICY

Effective Date: November 14, 2011

This Product Return Policy (“Product Return Policy”) is for all Products (“Product” or “Products”) distributed in the United States by Amgen USA Inc. (“Amgen”).¹ **Products Eligible for Return: The following Products are eligible for return and credit by Amgen, as specified below.**

Products Returned for Reasons Other Than Within the Expiration Window (as defined below) are as follows:

*** Note that any Product that has expired shall not be eligible for return under this section but may be eligible for return pursuant to the Expiration Window section of this Product Return Policy.*

- Damaged Product
 - ❖ Product shipped directly from Amgen that is damaged in transit from Amgen shall be processed exclusively by Amgen. Such damaged Product shall be immediately reported to Amgen Trade Operations (1-800-282-6436). Physical proof or a certification of damage is required to process the return and credit. This shall also apply to situations in which the customer discovers that the freeze indicator has been triggered through no fault of the customer.
 - ❖ Product purchased directly from Amgen by direct purchasing accounts, or from an ADR, and Product purchased by a patient, that is unusable due to reasons related to Product quality arising out of the manufacturing of the Product (i.e., the physical characteristics of the Product deviate from the physical characteristics of the Product described in the prescribing information for the Product) shall be processed exclusively by Amgen — Please contact Amgen Medical Information at 800-77-AMGEN (800-772-6436). Physical proof or a certification of damage is required to process the return and credit.
- Product mishandled (i.e., broken, destroyed or lost) by a patient and subsequently replaced by a pharmacy, provided the pharmacy has certified that it has been unable to obtain payment for the replacement Product through the applicable patient’s third-party payor.²
- Product purchased directly from Amgen by direct purchasing accounts, or from an ADR, for administration to a specific patient and such patient has discontinued use due to one of the following reasons: adverse event, patient deceased, or any other reason that may permanently prevent the patient from continuing therapy with the customer seeking credit, and such customer has certified that Product cannot otherwise be used for any other patient prior to three months prior to expiration date.³ Unused Product must be returned to Amgen as outlined below (unless such Product has been deemed nonreturnable by Amgen and a certification of damage has been approved and processed).

¹ This Product Return Policy relates to Product distributed and received in the United States only and is subject to certain limitations and conditions as set forth in this Product Return Policy.

² Note that this is for Product replacement only. The patient will not be reimbursed any copayment or other amount.

³ Amgen retains the right to discontinue this Product Return Policy for any customer, account or physician who Amgen determines, in its sole discretion, has misused this Product Return Policy and/or misrepresented the reason for returning Product.



- Product that Amgen has, in its sole discretion, specified to be returned.⁴

Product That May Be Returned Pursuant to Expiration Window (as defined below)

- Product purchased either directly from Amgen, or from an ADR, to the extent that the Product is returned no earlier than three (3) months prior to expiration date of the Product and no later than twelve (12) months after the expiration of the Product (“Expiration Window”).⁵ Products expire on the last day of the month indicated on the packaging.

Additional Information and Requirements for Product Returns

- Product must have been purchased directly from Amgen or from an ADR with proof of purchase (supplied by the returning party upon request by Amgen or its agent or designee).
- Unless Product has been deemed nonreturnable by Amgen and a certification of damage has been approved and processed, Product must be returned in original packaging with label intact and fully readable including NDC, bar-code, lot number, expiration date.
- All Products returned, including Products Not Eligible for Return For Credit (as defined below), will be destroyed.
- All eligible Products returned in accordance with and subject to the terms and conditions set forth herein are subject to valuation by Amgen in its sole discretion. Unless otherwise specified in a notice from Amgen (e.g., recall notice), Products returned for reasons other than within the Expiration Window shall be credited based on the lower of any of the customer’s contracted or government mandated prices at the time of return or, if not applicable, then credit shall be based on the prevailing wholesale acquisition cost (“WAC”) at the time of return. Products returned within the Expiration Window shall be credited based on the lower of any of the customer’s contracted or government mandated prices at the time of return less ten percent (10%), or if not applicable, then credit shall be based on the prevailing WAC at the time of return less ten percent (10%). For the purposes of this Product Return Policy, contracted price shall be calculated using WAC in effect at the time of the return less the contracted invoice discount, but such calculation shall exclude any contracted rebate.

Products Not Eligible for Return For Credit

The following Products are not eligible for return for credit, regardless of whether they may otherwise meet the criteria listed above:

- Product in which the lot numbers and/or expiration dates are missing, covered and/or illegible on original container, unless deemed nonreturnable by Amgen and a certification of damage has been approved and processed.
- Product that is not in its original container and/or not bearing its original label.
- Product that was purchased from sources outside of the United States.
- Product involved in a fire, flood, natural disaster, or obtained in a sacrifice or bankruptcy sale.

⁴ Note that Product that Amgen has, in its sole discretion, specified to be returned can be returned outside of the Expiration Window only if specified by Amgen in its sole discretion.

⁵ Product returned anytime before or after the Expiration Window, and that does not otherwise qualify for a return as set forth herein, shall be registered as “Not Returnable” and will be immediately destroyed by Amgen or its agent or designee (i.e., Genco) and credit will not be given to the returning customer. Amgen recommends that before a return is made, please confirm with Amgen or its agent or designee (i.e., Genco) that the Product is within the Expiration Window related to the expiry date on the Product, as no exceptions can be made.



- Products that are in a deteriorated condition due to improper storage or loss of refrigeration (e.g., exposure to water, heat, cold, fire).
- Products that Amgen has previously designated as “nonreturnable” by contract or notice to customer outside of the Product Return Policy.
- Product that is otherwise adulterated, misbranded, or counterfeit, as determined by Amgen in its sole discretion.
- Product that has been repackaged.
- Product purchased for research or clinical trials or shipped as a no cost item (e.g., physician sample, Product replaced through separate Amgen Product replacement program, etc.)
- Product that is returned prior to three (3) months before the expiration of Product, other than for Products Returned For Reasons Other Than Within The Expiration Window (as defined above)
- Product that is returned after twelve (12) months after the expiration of Product.
- Product damaged or rendered unusable due to mishandling or error by healthcare practitioner.

Return Shipments

- Amgen requires the following detail from all ADRs, healthcare facilities or other customers that purchased Amgen Product and are returning the Product pursuant to the Product Return Policy:

Authorized Distributor/Wholesaler Details: Name, Address, City, State, Zip Code, DEA Number

Returning Customer Facility Details: Name, Address, City, State, Zip Code, DEA Number

Debit Memo Details: Debit Memo Number, Debit Memo Date, Debit Memo Amount

Product Details: Product Description, Quantity – Full or Partial, NDC Number, Lot Number, Expiration Date.

- All Products returned during the Expiration Window must be sent to Genco (formerly Capital Returns, Inc.) for processing and destruction.
- Credit for eligible returns will be issued per Amgen terms noted herein unless state and local law requires otherwise.
- Products that do not meet the criteria set forth in this Product Return Policy for return and credit may be sent to Genco for disposal and destruction.
- The piece count to determine credit will be performed by either Amgen or Genco and will be considered final. The shipping address for returned merchandise is:

Genco Pharmaceutical Services
Amgen Return Goods
6101 North 64th Street
Milwaukee WI 53218
1-414-967-2800

- For customers returning through other third party processors, Amgen will not issue credit if the third party processor does not provide the required information noted above to Genco.
- Returns from third party processors acting on behalf of wholesalers or other customers will be accepted provided that the third party processor complies with all aspects of this Product Return Policy. Amgen is not responsible for fees incurred by third party processor.



- In cases where Product is being returned solely because it falls within the Expiration Window, customers are responsible for the cost of shipping Product to Amgen or Amgen's returns processing agent, Genco, and are liable for the Product until Genco or Amgen receives the returned Product.
- Cost of shipping for Products Returned for Reasons Other Than Within the Expiration Window shall be paid by Amgen.
- Amgen is not responsible for return shipments lost in transit or received in damaged condition.
- Amgen will neither pay for, nor reimburse, an ADR or any customer for any return goods transportation costs, handling fees, or processing fees incurred on the part of the ADR or ADR's return goods processor. ADRs are specifically prohibited from deducting from any payment any such return transportation costs, handling fees or processing fees.

Batch Returns

- Amgen will not issue credit for consolidated or batch returned Product from multiple facilities or customers on one debit memo. The physical return must be segregated by returning entity and debit memo. For returns from ADRs, credit will be issued in the form of a credit memo.
- For returns from non-ADR accounts, credit will be issued directly to returning customer in the form of a check or credit memo issued to customers from Amgen.

General Information

All responses to return inquiries will only be provided to the returning customer on record.

Amgen may, in its sole discretion, make exceptions, changes and/or modifications to this Product Return Policy at any time and without prior notice to other parties. Return goods shipments which are deemed to be outside of this Product Return Policy will not be returned to the customer or the third party processor and no credit will be issued by Amgen for said Product unless state or local law requires otherwise.

Questions regarding this Product Return Policy can be directed to Amgen Trade Operations 1-800-282-6436