

## RETURN GOODS POLICY

Returns of Alkermes, Inc.'s ("Alkermes") products purchased from Alkermes under Alkermes' National Drug Code ("NDC") by a purchaser under a direct purchase/distribution agreement with Alkermes (an "Authorized Distributor") shall be handled in accordance with the following policy. Alkermes' Return Goods Policy takes precedence over all other return goods policies from, but not limited to, distributors, wholesalers, pharmacies, retailers, clinics and hospitals.

A returned goods authorization ("RGA") form number must be obtained to return an Alkermes product. Returns must be accompanied by the RGA form placed in the return carton. **The RGA form may be obtained by faxing your request to (855) 318-4160 or emailing your request to [AlkermesReturns@icsconnect.com](mailto:AlkermesReturns@icsconnect.com).**

1. All returns must be sent prepaid, utilizing a completed RGA form and the Returned Products Label provided with the form. RGA forms expire sixty (60) days from date issued. The RGA form must include, for each item returned, the following:
  - 1.1. Package size
  - 1.2. Quantity
  - 1.3. Control number or lot number
  - 1.4. Expiration date
  - 1.5. Reason for the return
  - 1.6. If the return is from an Authorized Distributor's customer, the following information must be provided in order for the return to be considered for credit:
    - 1.6.1. Name of customer
    - 1.6.2. Contract number under which the sale to the customer occurred, if applicable
    - 1.6.3. Contract price, if applicable
  - 1.7. If the return is by any entity, such as a third-party return goods processor, submitting the return on behalf of an Authorized Distributor's customer, the following information must be provided for the return to be considered for credit:
    - 1.7.1. Name of customer
    - 1.7.2. Contract number under which the sale to the customer occurred, if applicable
    - 1.7.3. Contract price, if applicable
2. Subject to completion and submission of a RGA form and Returned Products Label as outlined in Section 1 above, and the limitations outlined in Section 3 below, the following Alkermes products are returnable for credit in accordance with this policy:
  - 2.1. "Expired Product," which is product that is returned in the manufacturer's original, labeled, unopened and undamaged package/container, and either:
    - 2.1.1. Returned no more than six (6) months prior to the expiration date printed on

- each product, or
  - 2.1.2. Returned no more than twelve (12) months after the expiration date printed on each product.
  - 2.1.3. The expiration date is date on the package/container and is defined as the last day of the month (e.g. 8/08 expiration is fully expired on August 31, 2008).
- 2.2. **“Authorized Product,”** which is product that is returned in the manufacturer’s original, labeled, and unopened package/container, and either:
  - 2.2.1. For which a billing or shipping error has occurred,
  - 2.2.2. That is recalled,
  - 2.2.3. That has been discontinued by Alkermes as a result of any governmental action or mandate, or
  - 2.2.4. That has been discontinued by Alkermes (other than as set forth in Section 2.2.3 above) where current product inventory is not sold within sixty (60) days of discontinuation.
  - 2.2.5. Alkermes may in its sole discretion accept returns for other reasons.
- 3. Notwithstanding anything to the contrary, the following Alkermes products are returnable but are not eligible for credit:
  - 3.1. Products that do not meet the Expired Product or Authorized Product requirements;
  - 3.2. Products that are unlabeled or partially labeled, or that have labels attached to or torn from Alkermes’ original product label or package/container, or that have labels or lot number information that is not legible;
  - 3.3. Repackaged product;
  - 3.4. Product purchased from a source other than Alkermes;
  - 3.5. Products that have been opened or whose safety seal is broken or comprised;
  - 3.6. Products that have been purchased at sacrifice, fire or bankruptcy sales;
  - 3.7. Merchandise destroyed or damaged from causes such as fire, water, tornado, or other catastrophe and merchandise that has otherwise deteriorated due to conditions occurring after shipment and beyond the control of Authorized Distributor such as improper storage or handling, heat, cold, smoke, and so forth;
  - 3.8. Products that were previously sold on a non-returnable basis;
  - 3.9. Product purchased on behalf of other manufacturers, institutions, contract research organizations, or others for use in clinical trials or studies, Phase IV studies, or for charitable donations;
  - 3.10. Product obtained illegally or via diverted means;
  - 3.11. Products purchased on the “secondary source” market or from a wholesaler or distributor who is not an Alkermes Authorized Distributor;
  - 3.12. Products distributed free of charge by Alkermes, including but not limited to product samples, demonstration kit units, or free inpatient trial units
  - 3.13. Products that Alkermes determines, in its sole discretion, are otherwise adulterated, misbranded, or counterfeit;
  - 3.14. No partial products will be accepted for credit, except in those states that have laws

- regarding partial products.
- 3.15. Products expiring (based on the expiry date printed on each product) in more than six (6) months from the date of return; and
  - 3.16. Products that are returned more than twelve (12) months after the expiration date printed on each product.
4. Notwithstanding anything to the contrary in this Return Goods Policy, Alkermes will not accept product returns if the reasons for such return arise from: (i) the negligent or intentional misconduct of an Authorized Distributor or any party to whom the Authorized Distributor sells the Alkermes product or any of their agents or employees; (ii) the negligent or willful failure of Authorized Distributor to comply with any material term of any purchase/distribution agreement with Alkermes, if and as applicable; or (iii) the misdelivery or loss of Product by a carrier used by Authorized Distributor.
  5. Alkermes reserves the sole right to determine whether items qualify for return and credit. Alkermes determination of the physical count of the returned products will be final. By returning products, the Authorized Distributor authorizes Alkermes as its agent to destroy, without payment, or other recourse, any returned packages that are determined ineligible for credit by Alkermes. Credit will be issued to Authorized Distributor only.
  6. Returns must be shipped prepaid by Authorized Distributor. Dominion, title and risk of loss relating to returned products shall pass from Authorized Distributor to Alkermes at Alkermes' designated place of delivery.
  7. Product that is not purchased directly from Alkermes cannot be returned directly to Alkermes, and instead, any non-direct product purchaser should comply with the return policy of the wholesaler or retailer from whom such purchaser purchased the product. Authorized Distributor shall provide the account information requested on the Returned Goods Authorization form, in order for the return to be considered for credit.
  8. All credit will be made by credit memorandum. Credit memorandums expire one hundred eighty (180) days from date issued. Deduction from invoices should not be taken and will not be recognized. The amount of credit will be based on the following calculations:
    - 8.1. Authorized Product – Credit will be calculated at the actual purchase price (net of any rebates or discounts, including off-invoice pricing) paid by Authorized Distributor for the Product subject to return.
    - 8.2. Expired Product - Credit will be calculated at the actual purchase price (net of any rebates or discounts, including off-invoice pricing) paid by Authorized Distributor for the Product subject to return.
  9. Claims for damage or loss during shipment from Alkermes to Authorized Distributor will be processed in accordance with the following:
    - 9.1. Product with concealed damages will only be credited if the damage occurs in transit

- between Alkermes and Authorized Distributor and is reported within (10) business days of delivery;
- 9.2. Documentation required to process such a claim includes purchase order number, invoice number, date of purchase, date of receipt, copy of receiving report, shipping order number, lot number, and quantity involved; and
  - 9.3. Approved claims will be issued in a credit memorandum. Deduction from invoices should not be taken and will not be recognized
  - 9.4. Alkermes does not pay processing fees / handling charges related to product returns, except in the case of recalled product based on HDMA fee guideline.
10. No credit will be issued for shipping or handling cost incurred to return product. Returns may be insured at the option of the party returning the product. Proof of loss and collection from the transit agency is the sole responsibility of the party returning the product. No credit will be issued unless proof of delivery can be provided to Alkermes upon request.
  11. Pedigree documentation in respect of returned product shall be provided upon Alkermes request.
  12. All prescription Products qualifying for return under this policy should be returned  
to: Alkermes, Inc.  
Attn: Returns Department  
420 International Blvd.  
Brooks, KY 40109  
Phone: (855) 318-4160  
Fax: (877) 654-7807

All products are returned with the understanding that they are subject to final review and evaluation by Alkermes and will be processed in accordance with the Return Goods Policy in effect at the time the return is received by Alkermes.

13. The Alkermes Return Goods Policy is in effect as of September 28, 2015, and is subject to change at any time at Alkermes' sole discretion and without prior notice.