

**FRESENIUS KABI CANADA LTD.**  
**Returned Goods Policy**

1. **Applicability.** This Returned Goods Policy (“**Policy**”) applies to Fresenius Kabi Canada Ltd. (“**Fresenius Kabi**”) customers (“**Customer**”) and supersedes any prior returned goods policy applicable to Customers.
2. **Fresenius Kabi Contact List.**

CATEGORY	CONTACT INFORMATION
<b>General Returns</b>	<b>Customer Service Department</b> T: 1-877-821-7724 (Toll Free) F: 1-877-821-2108 (Toll Free) E: <a href="mailto:Canada_CustomerService@fresenius-kabi.com">Canada_CustomerService@fresenius-kabi.com</a>
<b>Product Quality Complaints</b>	<b>Complaints Department</b> T: 1-877-779-7760 (Toll Free) E: <a href="mailto:Canada_Product_Complaints@fresenius-kabi.com">Canada_Product_Complaints@fresenius-kabi.com</a>
<b>Adverse Drug Events</b>	<b>Vigilance Department</b> T: 1-877-779-7760 (Toll Free) F: 1-844-605-4465 (Toll Free) E: <a href="mailto:Canada_Vigilance@fresenius-kabi.com">Canada_Vigilance@fresenius-kabi.com</a>

3. **General Policy.** Fresenius Kabi will issue credit only on Fresenius Kabi products (“**Products**”) returned directly to Fresenius Kabi. All eligible returns must be pre-authorized in writing by Fresenius Kabi’s Customer Service Department through the issuance of a returned goods authorization (“**RGA**”) number. Fresenius Kabi reserves the right to charge a re-stocking fee of fifty percent (50%) of the value of the returned Products. Fresenius Kabi reserves the right to request proof of purchase prior to authorizing any return and may request adequate documentation to demonstrate that the Products were properly handled, maintained and stored at all times. Without limiting the generality of the foregoing, in order to be eligible for return all Products must be handled and stored as follows:
  - a. Products must be stored at the initial delivery site, in the original, unopened, and undamaged carton or package.
  - b. Products must be handled and stored in a sanitary manner.
  - c. Products must be handled and stored to avoid contamination of any kind.
  - d. Products must be handled and stored at temperatures indicated within Product packaging information.
  - e. Products must be maintained in accordance with all handling and storage recommendations and information provided in Product literature, labeling, packaging information and/or otherwise made available to Customer.

Unauthorized returns and returns which do not otherwise comply with this Policy will be subject to rejection by Fresenius Kabi and will not be eligible for credit. Customer will be responsible for any shipping charges associated with returns, except for any Product which is returned to Fresenius Kabi as a result of Fresenius Kabi’s shipping error, Product recall, or failure of Product to conform with the specifications. Fresenius Kabi does not assume any responsibility for any loss or damage to the returned Product incurred while in transit. At Fresenius Kabi’s sole discretion, product returns will be credited at the purchase price if supporting documentation of the purchase price is provided by the Customer, or the price in effect at the time of

return. No credit will be issued for partial cases of Products, and the issuance of any credit is subject to the requirement that such credit value total at least CDN\$100.

4. **Categories of Returns.** Products that are eligible for return may be returned for credit in the following circumstances, as determined by Fresenius Kabi in its sole and absolute discretion:
  - a. **Shipping Errors:** In the event that Product was shipped to Customer as a result of Fresenius Kabi's error, so long as Customer notifies Fresenius Kabi's Customer Service Department within three (3) business days of the date Product is delivered to a Customer (the "**Delivery Date**").
  - b. **Patent (Visible) Damage:** In the event that Product is visibly damaged upon delivery, Customer must notify Fresenius Kabi within thirty (30) days of the Delivery Date. Any such damage must be noted on the carrier's freight bill or bill of lading, and signed by Customer. Customer should request for the carrier to inspect the goods and countersign the carrier's freight bill or bill of lading. CUSTOMER MUST NOT REFUSE SHIPMENT FOR DAMAGED PRODUCTS. CREDIT WILL NOT BE ISSUED FOR SHIPMENTS REFUSED FOR THIS REASON.
  - c. **Latent (Concealed) Damage:** In the event that Customer discovers any damage to Products not reasonably discoverable by inspection as at the Delivery Date, or later discovers that Products do not conform with written specifications, Customer must notify Fresenius Kabi within five (5) business days of discovery. Notwithstanding the foregoing or anything contained in this Policy, Customer must immediately notify Fresenius Kabi of Product quality complaints or adverse drug events, and in any event within one (1) business day of discovery.
  - d. **Expired Goods:** Customer may be eligible for credit for expired Products, so long as Customer requests and receives an RGA number for such Products within six (6) months of the expiration date stated on the package. Products that are medical devices are not eligible for returns on the basis of expiration.
  
5. **Ineligible Returns.** Unauthorized returns, or returns which do not comply with this Policy, will be subject to rejection by Fresenius Kabi and will not be eligible for credit. Notwithstanding anything to the contrary herein, Fresenius Kabi shall not be obligated to accept returns, or issue credit, in relation to Products that are:
  - a. Returned in partial quantities (e.g. not a full case), whether related to the termination or expiration of a contract or otherwise (including the categories of returns set out in Section 4 above).
  - b. Returned without prior authorization.
  - c. Excess merchandise in Customer's inventory.
  - d. Provided at no charge to Customer.
  - e. Discontinued by Fresenius Kabi.
  - f. Broken, marked, or damaged due to Customer's acts or omissions.
  - g. Shipped to Customer as a result of Customer's ordering error.
  - h. Product in non-original packaging.
  - i. Water or fire damaged Products.
  - j. Improperly handled, maintained, or stored.
  - k. Products or packaging with markings or disfigurements.
  - l. Damaged by insured or insurable events (e.g. fire, smoke, flood, etc.)
  - m. Involved in salvage, bankruptcy or fire sales.
  - n. Not expired.
  - o. Returned to Fresenius Kabi greater than thirty (30) days from the date of issuance of the RGA number.
  - p. Non-expiration dated Products (except for qualifying returns of damaged Products).
  - q. Greater than six (6) months past the expiration date.

- r. Purchased from a bankruptcy or similar insolvency proceeding.
- s. Repackaged outside of Fresenius Kabi’s original packaging/label, including third party packaging material.
- t. Dispensed to a patient.
- u. Valued at less than CDN\$100.
- v. Not packaged together as full cases.
- w. Sold to Customer on a non-refundable basis (e.g. Products imported under exceptional circumstances), or which are marked non-returnable, professional sample, clinical evaluation, professional package, free goods, or otherwise with similar markings or special labels.
- x. Products provided in accordance with a Health Canada Special Access Program (SAP).
- y. Idacio® or any adenosine product (Unless otherwise approved. Please contact Fresenius Kabi’s Customer Service Department to inquire).
- z. Allegedly received with unacceptable dating but not reported to Fresenius Kabi within thirty (30) days of the Delivery Date.
- aa. Short-dated product accepted by Customer.

Fresenius Kabi shall have no responsibility or liability to Customer for any Product returned without an RGA number issued in advance. Any such Products will be returned or destroyed by Fresenius Kabi upon Fresenius Kabi’s receipt of such Products, at the sole cost of Customer.

6. **Return Shipping.** Products destined for return cannot be accepted at Fresenius Kabi’s corporate head office. Products ordered should be returned to the originating shipment site, as follows:

	<b>COORDINATES</b>
<b>Fresenius Kabi Canada Ltd.</b>	c/o Accuristix 109 Summerlea Road Brampton, Ontario L6T 4P6
<b>McKesson Distribution Partners (Edmonton)</b>	14010, 164 Street NW Edmonton, Alberta T5V 0C8 T: 1-800-830-6465 (Toll Free) F: 1-800-830-6436
<b>McKesson Distribution Partners (Brampton)</b>	8555 Torbram Rd. Brampton, Ontario L6T 5R1 T: 1-877-671-1376 (Toll Free) F: 1-888-600-8104
<b>McKesson Distribution Partners (Coquitlam)</b>	71 Glacier St. Coquitlam, British Columbia V3L 5Z1 T: 1-800-830-6465 (Toll Free) F: 1-800-830-6436

7. **Authorized Destruction.** In certain cases, Customer may wish to destroy Product in lieu of returning such Product to Fresenius Kabi. In order to effect an authorized destruction of Product, Customer must request and receive authorization from Fresenius Kabi’s Customer Service Department in the form of an RGA

number, and thereafter provide a certificate of destruction showing the Products left the Customer's facility and were destroyed by an authorized third party in accordance with applicable laws. Fresenius Kabi will not be responsible for any handling, processing, or destruction costs.

8. **Miscellaneous.**

- a. No deduction, offset, or adjustment to any invoice may be made by the Customer except on the basis of a credit note issued by Fresenius Kabi in accordance with this Policy, and only then with Fresenius Kabi's express written consent.
- b. Fresenius Kabi representatives are not permitted to pick up or destroy Products for return.
- c. Fresenius Kabi reserves the right to inspect all returns before issuing credit and to destroy without credit any packages that are unfit or unsafe for sale or do not comply with applicable law.
- d. Fresenius Kabi is prohibited by applicable law from ever returning expired Product and therefore must destroy any expired Product returned to it, even if Fresenius Kabi does not issue any credit for such Product.
- e. This Policy is subject to revision in whole or in part at any time by Fresenius Kabi. Fresenius Kabi may at its option provide notice of any change in this Policy but is not obligated to do so.
- f. Fresenius Kabi will issue all returned goods credits in accordance with the Policy in effect at the time Fresenius Kabi authorizes the return.
- g. To the extent this Policy conflicts with any applicable law, this Policy shall be deemed superseded by the applicable law.
- h. For questions or additional information about this Policy, please contact the **Customer Service Department**.