

**SPECTRUM RETURN GOODS POLICY  
(FUSILEV & BELEODAQ)**

**Procedure for Returning Items**

- a) Customers must obtain a return goods authorization (RGA) for returns by either emailing [spectrumreturns@icsconnect.com](mailto:spectrumreturns@icsconnect.com), faxing 866-636-9799, or calling 866-636-9798.
- b) Direct customers (e.g., specialty distributors) should submit returns to Spectrum Pharmaceuticals, Inc. (SPI) at the address listed below. Indirect customers (e.g., clinics, physicians, hospitals) should channel returns through the original source of purchase (i.e., the distributor of origin that was directly invoiced by SPI). If the distributor of origin does not accept returns, submit the return through an SPI-approved reverse distributor.
- c) An itemized packing slip, with reason for return, RGA number, and the additional information listed below 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 of 2,” “2 of 2,” etc.

**Shipping and Returned Goods Address:**

Spectrum Pharmaceuticals, Inc.  
Attn: Returned Goods Dept.  
345 International Blvd, Suite 100  
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
- Specialty Distributor Account # (if applicable)
- HIN#
- RGA number

**Eligibility for Return Credit**

- SPI will issue credit for the return of eligible, unopened product only.
- Returnable product approved by SPI for return credit must be shipped freight prepaid within forty-five (45) days of authorization (RGA) date.
- Products Eligible for Return Credit:
  - a) Received by direct customer as damaged. Products received damaged may be returned for full credit, including freight, when reported within four (4) days of receipt. If product is received damaged please have the transportation company note

“damaged” or “broken” on the freight bill. Damaged items should remain in the original carton for inspection.

- b) Received by direct customer in error. Product shipped in error by SPI 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 direct 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. Expired product may be returned for credit, freight prepaid, provided the return is received within six (6) months after expiration.

### **Items not Eligible for Return Credit**

- a) Merchandise that is not in the original, primary container; this includes partial containers.
- b) Merchandise received more than 6 months 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 SPI.
- 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.

### **Amount of Return Credit; Additional Terms**

- a) Returns by Direct Customers: Credit is issued at the original purchase price (i.e., the price paid by the specialty distributor)
- b) Returns by Spectrum-approved reverse distributors: Credit is issued at the net contract price in effect on the date of return. If no contract is in place between SPI and the customer on the date of return, credit is issued at 90% of the WAC in effect on the date of return.
- c) No credit will be issued for administration, shipping or handling, including third party processing fees.
- d) Deductions from payables may not be taken until credit memo is issued. Unauthorized deductions for returns may result in held orders.
- e) For items purchased from a specialty distributor, credit will be issued through the specialty distributor only
- f) Returns are subject to final count and acceptance by SPI.
- g) SPI reserves the right to destroy, without recourse, all returned packages.

- h) 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 SPI (i.e., the distributor of origin.)
- i) Unauthorized returns may be destroyed and not reimbursed. SPI 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.

**Title and Risk of Loss**

Title and risk of loss will pass to customer to direct customers 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 SPI Customer Service is notified within 4 days from the date of shipment from SPI.

**Exceptions**

SPI reserves the right to make exceptions to this policy due to business considerations and/or State statute.