



11080 CirclePoint Road  
Suite. 200  
Westminster, CO. 80020

## RETURNED GOODS POLICY

1. **General.** Allos Therapeutics, Inc. ("ALLOS") will issue credit only for authorized returns of FOLOTYN (hereinafter "Product"). Product must be returned in full, unopened, undamaged, original ALLOS shelf packs. All returns must be in original container with original labeling, and must be accompanied by a current Returned Goods Authorization Form, and where requested by ALLOS, adequate documentation must be provided demonstrating the Product to be returned was properly stored. All returns must be received by ALLOS within 30 days of ALLOS' authorization of the return. Unauthorized returns, returns which do not contain adequate information as required herein, or returns which do not otherwise comply with this policy will be subject to rejection by ALLOS and will not be eligible for or receive any credit. Product returns after the effective date of any price increase will be credited at the price at time of purchase. Credit allowance for authorization returns submitted in accordance with this policy will be issued under the following circumstances:
  - A. **ORDER ERRORS:** A 95% credit allowance for the return of product ordered in error directly from ALLOS; provided that ALLOS is notified of the error within 10 business days of receipt of the merchandise by customer.
  - B. **SHIPPING ERRORS:** 100% credit will be issued on returns of product shipped in error by ALLOS; provided that ALLOS is notified of the error within 10 business days of receipt of the merchandise by customer.
  - C. **DISCONTINUED, WITHDRAWN OR RECALLED PRODUCTS:** 100% credit will be issued on returns of product discontinued, withdrawn or recalled by ALLOS; provided such product is returned within 10 business days of the discontinuance, withdrawal or recall of the products.
2. **Returned Authorization.** All returns must be authorized in writing by either ALLOS' Customer Operations Department. All returns for credit must be accompanied by a fully completed Returned Goods Authorization Form and such other information as requested by ALLOS. **ALLOS RESERVES THE RIGHT TO REQUEST PROOF OF PURCHASE PRIOR TO AUTHORIZING ANY RETURN. UNAUTHORIZED RETURNS AND RETURNS NOT ACCOMPANIED BY A RETURNED GOODS AUTHORIZATION FORM WILL NOT BE ELIGIBLE FOR CREDIT.**
3. **Return Location.** All authorized returned goods are to be sent to the source of purchase. Non direct accounts should return product to the appropriate wholesaler/distributor where product was purchased. Products purchased by customer should be returned along with a Returned Goods Authorization Form to the following address:

ICS  
420 International Blvd  
Suite 500  
Brooks, KY 40109  
Attn: Returned Goods Department  
Phone: 866-223-0981

Customer shall be responsible for any shipping charges associated with the return of product, except that product which is returned as a result of an ALLOS shipping error or product recall. ALLOS does not assume any responsibility for any loss or damage to the returned product incurred while in transit.

4. **Returns Not Eligible For Credit.** No credit will be issued for return of: product not in its original unopened packages or without the original label; expired product; partials; product returned through third-party returned goods companies; product that has been damaged, deteriorated, marked or disfigured in any way; private formula or private labeled product; product which has been involved in a fire or bankruptcy sale; product improperly stored or lack appropriate documentation of storage condition; cases where product claims have been denied or the product is not reimbursed; product purchased or otherwise obtained in violation of federal, state or other law or regulation; product that have been held, stored, shipped, or returned in a condition that casts doubt on the safety, identity, quality, strength or purity of the product; or returned product that is an unsatisfactory condition as determined by ALLOS.
5. **Third Party Return Goods Companies.** ALLOS will not accept returns for credit from third party return goods companies.
6. **Miscellaneous.**
  - A. ALLOS representatives are not permitted to pick up or destroy product(s) for return.
  - B. ALLOS reserves the right to inspect all returns before issuing credit.
  - C. This Returned Goods Policy is subject to revision in whole or in part at the sole discretion of ALLOS without prior written notice. Returned goods credits will be issued in accordance with the policy in effect at the time ALLOS authorizes the return.
  - D. Manufacturers are expressly forbidden under the Federal Food, Drug and Cosmetics Act from returning expired dated items to customers. Such items returned to ALLOS will be destroyed. ALLOS also reserves the right to destroy without credit product that is otherwise unfit or unsafe for sale or do not comply with the applicable law.