

Lifestar Pharma LLC (Lifestar) Returns Policy
Effective: May 1, 2024



Lifestar Pharma LLC Return Goods Policy

EFFECTIVE: May 1, 2024

Lifestar Pharma LLC (Lifestar) is dedicated to mutually rewarding business partnerships and the customer experience is important to us. In the event you need to return goods, please follow the instructions below:

AUTHORIZATION:

- Return Authorization Requests can be made by accessing the Qualanex Website at: www.qualanex.com, email to customerservice@qualanex.com, Fax at 847-775-7258, or via telephone at 1-800-505-9291
- Such pre-approval for returns shall not affect Lifestar's right to determine if the products qualify as returnable for credit. Lifestar reserves the right to reject return claims in the event any requirements contained within this policy are not met.
- Lifestar reserves the right to request proof of purchase in the form of an invoice that identifies the name of the supplier, which is (or was at the time of purchase) an authorized distributor of record of Lifestar, and the quantity and date of purchase.
- Lifestar requires that all products must be returned through our authorized returns processor, Qualanex, LLC. All returnable product should be shipped to the following address, only after receiving a Returns Good Authorization from Lifestar to be eligible for reimbursement and destruction. Any product destroyed by a third-party logistics company will not be eligible for credit.

Lifestar Pharma LLC C/O
Qualanex, LLC
1410 Harris Road
Libertyville, IL, Zip 60048
T:800-505-9291
F:847-775-7258
E: customerservice@qualanex.com

RETURNABLE ITEMS:

A product qualifies for reimbursement if:

- Direct Contract: Customers with a direct purchase contract with Lifestar may return for reimbursement any product purchased directly from Lifestar; except non-reimbursement items noted in this policy
- Indirect Contract: Customers with an indirect purchase contract with Lifestar may return for reimbursement any product purchased from any of the Authorized Servicing Wholesalers specifically identified within its indirect contract; except non-reimbursement items noted in this policy. (note: wholesalers listed as authorized wholesalers for the purpose of state pedigree laws do not qualify as "Authorized Servicing Wholesalers" for the separate and distinct purposes of this Return Goods Policy);
- It is returned to Qualanex for processing;
- It is a Lifestar labeled product with labeler code (70756) distributed through Lifestar;
- Product is in original container bearing its original label and legible lot number and expiration date;
- Product with less than 3 months remaining shelf life but not more than 12 months beyond expiration date;
- Partial returns will only be accepted on mutually agreed upon terms, and mandated by the following states. (GA, MS, NC)

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- Product that has been damaged in transit with a signed BOL noting the damage and where Lifestar Customer Service has been notified within five (5) business days from receipt and returned within 15 days of receipt. Contact Lifestar Customer Service at (551) 236-5700 or via e-mail: CustomerService@mankindpharma.com.
- Product shipped in error on the part of Lifestar provided Lifestar Customer Service is notified of the error within five (5) business days of receipt. A storage verification document may be required for errors in shipment. Contact Lifestar Customer Service at (551)236-5700 or via e-mail: CustomerService@mankindpharma.com. Failure to follow process could result in no credit being issued.

NON-RETURNABLE ITEMS:

- Product sold on a non-returnable basis;
- Product with greater than three (3) month remaining shelf life;
- Product retained more than twelve (12) months beyond expiration date;
- Product that requires a special type of storage and / or temperature control (Cold Storage);
- Overstock, unless agreed by Lifestar;
- Product not in original containers;
- Product that has been discontinued for more than one (1) year;
- Private label products, repacked or repackaged goods or patient labeled product;
- Product with missing label or with missing lot number and/or expiration date or products marked, coded or adulterated in any way;
- Partial returns will only be accepted on mutually agreed upon terms, and mandated by the following states. (GA, MS, NC)
- Product involved in salvage, bankruptcy or insolvency proceedings;
- Product sold as short dated from Lifestar, or a company Lifestar sold such short dated product to , is non-returnable;
- Product sold as free goods or distributed at no charge, including professional samples or short dated products sold as such;
- Product purchased on behalf of other manufacturers, institutions, contract research organizations, or others for use in clinical trial or for charitable donations;
- Product obtained illegally or via diverted means;
- Product purchased from a distributor who is not an Authorized Distributor of Record;
- Product that Lifestar determines is adulterated, misbranded or counterfeit;
- Product purchased or distributed contrary to federal, state, or local law or regulation;
- Product distributed outside the United States, Puerto Rico and all U.S. Territories;

NON-RETURNABLE, THIRD PARTY RETURN PROCESSING:

- Lifestar will not accept returns from third party return processors for customers other than wholesalers, warehousing chains or other direct purchasers of Lifestar product, unless a pre-approved contract is agreed to and signed with Lifestar. All returns from non-authorized customers sent to third party return processors will be denied credit. Qualanex will not process returns using pricing from the third party's internally generated price.
- Where applicable, third party processors must comply with all terms and conditions of this policy. Lifestar requires a copy of all reverse distributor licenses. Any unlicensed returns processor is not authorized to handle Lifestar products. Third party processors must return all products to Qualanex, unless a pre-approved agreement is obtained. All batched product returns which consist of numerous end customers must also contain end customer level detail on the debit memo at the time of return to Qualanex. Third party processors must provide current listings of all debit memo prefixes. This list should be sent to CustomerService@mankindpharma.com. Credit will not be issued at WAC.

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DISCONTINUED PRODUCTS:

- Reimbursement for discontinued products will follow the Lifestar Return Goods Policy unless otherwise noted in the Lifestar discontinuation notice.

PROCEDURES FOR RETURNING PRODUCT:

- All returns, except products damaged in transit, products shipped in error by Lifestar or ordered in error, are to be shipped to Qualanex for processing and destruction. Credit will be issued per Lifestar terms noted herein unless notified by customer, with copy of, or citation to, the applicable statute/regulation that state or local law requires otherwise.
- All returns must be received no later than thirty (30) calendar days after RA Label issuance.
- Controlled substances must be returned to Qualanex in accordance with Federal and State regulations governing the transfer of these substances. Prior to the return of any Schedule II narcotic, a DEA Form 222 must be issued by Qualanex. DEA 222 forms may be found on the Qualanex website: www.qualanex.com.
- To ensure appropriate value can be determined, Lifestar requires the following detail from each returning entity:
 - Detailed itemized list of products and Debit Memo numbers in the container with your returned product. Information to be included:
 - Debit memo date, Debit memo number and amount;
 - Returning customer name, street address, city, state, zip code and DEA#;
 - Authorized wholesaler name, street address, account #
 - Product details including: NDC#, product description, lot#, expiration date and quantity (UOM).

TRANSPORTATION CHARGES:

- Prepaid by customer except when error is due to Lifestar, as determined by Lifestar. It is recommended that customers insure all return product shipments.

ISSUANCE OF CREDIT:

- Lifestar reserves the right to make the final determination of credit price. Credit will only be given once product is returned and quantities are verified by Qualanex. Credit will not be issued for merchandise that has been destroyed by customer, unless prior authorization is given by Lifestar, along with proper documentation verifying destruction. Lifestar reserves the right to refuse shipment of any product that does not comply with this policy. Credits issued for returns must be deducted within one year of date of issue. After such time, credit is deemed invalid/expired.
- Lifestar Pharma LLC will not be responsible for transportation charges, processing fees, or charges for additional fees from its customers or Third Party Returns Processor.
- Customers who purchase directly from Lifestar will be credited at the lower original invoice price or the prevailing list price.
- Customers who purchase directly from Lifestar at both list price and invoice price will be credited at the lower of the original invoice price or prevailing list price.

Customers who purchase product indirectly from an authorized wholesaler or distributor will be credited at the lower of the original net contract purchase price or the current net contract purchase price. If unable to locate a price for the returned product, at Lifestar's discretion, credit may be issued at Lifestar's current average net selling price.

- Any other scenario outside the aforementioned will be handled on a case by case basis at Lifestar's discretion.

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MISCELLANEOUS:

- Lifestar reserves the right to make the final determination on the valuation of the return.
- Customers are prohibited from deducting based on debit memo amounts without prior written approval of such transaction from Lifestar. Debit memo amounts are often estimated and not formally considered valid by Lifestar until final approvals have been secured and therefore should not be deducted from future payments to Lifestar.
- Credit for approved partials will be credited for the % or exact counts of quantity returned.
- Product returns will only be credited if negative chargebacks have been submitted.
- Proof of return is the customer's responsibility.

COMPANY DISCLAIMERS:

- Sales representatives are not permitted to authorize/pick-up returned goods.
- All transportation charges including insurance are the responsibility of the customer.
- Lifestar reserves right to destroy all merchandise returned that is not eligible for credit or does not conform to the Lifestar return goods policy.
- Lifestar does not pay or reimburse fees incurred for the processing of or destruction of products processed through a third party returns processing company.
- Lifestar is not responsible for return shipments lost in transit or received in damaged condition.
- Any exceptions to this policy are within the sole discretion of Lifestar.
- Lifestar reserves the right to change or update this policy upon written notice to customers.