

# CROFAB® REPLACEMENT POLICY

## for Expired Product

BTG has implemented a replacement policy for expired CroFab®.

Facilities who would like to have expired CroFab® (“Product”) processed for a free replacement should contact the BTG Specialty Solutions Center™ at customerservice@btgplc.com or 1-844-293-0007 to confirm eligibility. A BTG Customer Service Representative will be able to assist with processing the expired replacement request, shipping new Product to the facility, and returning the expired Product back to BTG.

Facilities are able to request a replacement for their Product between the month of expiration of the Product and up to 90 days after the Product expires. For example, if a Product has a labeled expiration date of June, the Product is eligible for replacement from Jun 1 through Sep 30. Please see the reverse side of this page for further details on eligible Products for replacement, ineligible Products for replacement, and terms of this program.

Please complete the below form and send to customerservice@btgplc.com to request replacement Product.

### CroFab® Replacement Request for Expired Product Form (Direct Returns Only)

**Date of Request:** \_\_\_\_\_

**Facility Name:** \_\_\_\_\_

**Product Lot Number:** \_\_\_\_\_

**Facility Address:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Shipping Attn:** \_\_\_\_\_

**Quantity of CroFab® Cartons Requesting:** \_\_\_\_\_

**Facility City, State, Zip Code:** \_\_\_\_\_

*Note: Partial cartons of Product, e.g. 1 vial, will not be accepted.*

**Facility Telephone Number:** \_\_\_\_\_

**Facility Certification:** By signing below, I hereby certify that (a) I am able to sign on behalf of my customer; (b) the information above is true and correct; (c) the information above does not include any Protected Health Information (PHI) (as such term is defined in HIPAA); (d) this request is accurate and not fraudulent; (e) that neither I, my practice, nor any practice representative has sought or will seek reimbursement from any source, including private insurance payers and/or any federal or state healthcare program, for any of the Product referenced above; and (f) if my facility does not return the aforementioned quantity of CroFab® to BTG, we will pay at the then-current Wholesale Acquisition Cost (WAC), minus any contracted discounts, for the difference between replacement Product shipped and Product returned, if applicable.

**Facility Contact Name (if different):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Facility State License or Pharmacy License:** \_\_\_\_\_

**Include copy of State License or Pharmacy License**

**Name and Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



### **Eligible Products for Replacement:**

1. Expired, unused Product purchased by Customers through an Authorized Distributor of Record (“ADR”) or previously replaced under this policy is eligible for replacement when requested for return between the month of expiration and up to 90 days after the Product expires.
2. Any expired returns provisions as mandated by state law that conflict shall prevail over this policy.

### **Non-Eligible Products for Replacement**

1. Product that has been damaged due to conditions beyond the control of the manufacturer, such as improper storage, heat, cold, water, smoke, fire, or negligence.
2. Product not properly stored as outlined by the Prescription Drug Marketing Act (PDMA).
3. Product involved in fire, sacrifice, or bankruptcy sale.
4. Product sold with the specific understanding that it is nonreturnable.
5. Product not purchased through an ADR or bought through other than normal domestic channels of distribution, or product that has not been previously replaced under the policy.
6. Product that has been repackaged or is in packaging other than BTG containers/packages.
7. Product that is obtained in violation of state or federal regulations.
8. Product in which the lot number and/or expiration date is missing, illegible, covered, and/or unreadable on original container.
9. Product damaged in transit, encountered shipping errors, product received by a customer from an ADR with less than 12 months dating (“short-dated product”) or shortage/overage claims should be addressed with the ADR that shipped the Product. Short-dated product which cannot be returned to an ADR may be accepted by BTG for return. BTG reserves the right to request additional documentation supporting a customer’s right to return Product returned by, or shipped to BTG from an ADR, rather than directly from a Customer or third party returns processor.
10. Product returned by, or shipped to BTG from an ADR, rather than directly from a Customer or third party returns processor.
11. Product which has been administered to a patient or billed to a patient or third-party payor.

### **Terms**

1. Any return received that is ineligible for replacement or shipped without an RGA (Return Goods Authorization) will be accepted with no credit or replacement issued, and will become the property of BTG.
2. Product can be returned directly to BTG from Customer or via a third party returns processor.
3. Product returned directly to BTG must be returned within thirty (30) days following receipt of RGA. If not, Customer will be billed for Product shipped by BTG in full, plus any associated taxes. Thirty (30) day payment terms will be applied to Customers who are billed for unreturned goods.
4. Returns shipped “collect” will be refused and returned to sender.
5. Credit will not be issued for returned goods.
6. Deductions from payables may not be taken.
7. No credit will be issued for administration, shipping, or handling, including third-party processing fees.
8. Partial cartons of Product (e.g. 1 vial) will not be accepted.
9. Multiple, unused vials can be combined and replaced in the smallest whole number of cartons, per BTG’s discretion.
10. BTG reserves the right to inspect all authorized returns prior to issuing replacement and to destroy Products deemed unfit for sale, whether or not they are eligible for credit or replacement.
11. Returns are subject to final count and acceptance by BTG. BTG reserves the right to accept or reject the Product for replacement.
12. A certificate of destruction does not qualify as an acceptable format for Product return.
13. Return requests for instances not addressed above will be reviewed and approved by BTG at BTG discretion on a case by case basis. Replacement Product will be determined by BTG at its discretion.
14. BTG reserves the right to change or make exceptions to this policy due to business needs at any time.