

RETURN GOODS POLICY

GENERAL POLICY. Subject to the terms and conditions of this Returned Goods Policy, non-refrigerated or frozen product in “merchantable condition” (as defined below) may be returned to Summit SD, LLC (“Summit SD”) if the return request is made within two (2) business days of receipt of delivery and the product is returned within seven (7) calendar days of product purchase. Customer is responsible for shipping costs and coordination for any returns unless returning damaged product or product is shipped in error by Summit SD. Any credit due for returned product will be issued within fourteen (14) business days of receipt of returned product and all necessary documentation, including a completed Returned Goods Authorization Form or if applicable, Expired Product Authorization Form.

MERCHANTABLE CONDITION. Merchantable condition will be determined by Summit SD’s ability to return the item to its inventory for resale in the normal course of its business without special preparation, testing, handling or expense. Product must have been purchased from Summit SD and in original container with label intact, containing fully readable NDC, bar code, lot number, and expiration date. Products will not be considered in merchantable condition where Federal and State drug pedigree laws prohibit the return of product that is otherwise potentially valid for return.

The following represent items that are **non-returnable**:

1. Any product not eligible for return in accordance with the return policies of the applicable manufacturer.
2. Refrigerated product.
3. Any low stability product that is unusually sensitive to temperature and handling conditions, as indicated by manufacturer specifications.
4. Any item which is not in its original packaging, or that has been used, opened, stickered, marked, damaged, or defaced.
5. Product that was sold “short-dated” (e.g. with less than three month’s shelf life), at a discounted price or with the specific understanding that it is non-returnable.
6. Product not properly handled or stored.
7. Expired product that does not meet the expired drug return policy requirements described below.
8. Product purchased from other wholesalers or another source other than Summit SD.
9. Any item purchased on a “special order” basis, including drop shipments.
10. Narcotics and other controlled substances.
11. Product returned pursuant to a voluntary or involuntary manufacturer recall may have different requirements.

In the case of a recall, Summit SD will communicate any changes to policy specific to that product.

CREDIT AMOUNT. Credit for authorized returns will be issued upon receipt of product and verification of return eligibility. Credit amount to be issued is determined by the type of return. A restocking fee equal to 20% of the purchase price is charged on all eligible returns, unless waived by Summit SD (e.g., for returns due to shipping errors by Summit SD).

UNAUTHORIZED OR UNMERCHANTABLE PRODUCT. Returns received without prior authorization by Summit SD or containing items not eligible for return in accordance with the Summit SD Policy will not be accepted. Summit SD reserves the right to destroy without recourse and without replacement, reimbursement or notice to customer, any returned product that is returned without meeting the requirements of this policy.

EXPIRED DRUG RETURN POLICY. Summit SD will accept expired drugs purchased from Summit SD for return or replacement in accordance with the individual manufacturer’s expired drug policy. Please note that manufacturers set their own policies related to expired products. Summit SD will abide by the manufacturer policy for expired drug returns. The authorization process begins through the submission of an Expired Product Authorization (EPA) form or the manufacturer’s equivalent form. Summit SD will review a customer’s completed EPA form and determine which drugs are eligible for return. This will be communicated to the customer.

All authorized returns must be sent to:

Summit SD, LLC
Returns Department
420 NW Capital Drive
Lee's Summit, MO 64086

ADDITIONAL TERMS.

- Summit SD reserves the right to verify all returns to ensure they conform with this policy.
- Summit SD reserves the right to determine whether shorted product or product shipped in error may qualify for credit and in what amount.
- Damaged or shorted product must be reported to Summit SD within two (2) business days of product delivery.
- Summit SD's determination of the physical count of the returned products will be final.
- No replacement product will be provided for destroyed product unless separately authorized by Summit SD.
- Summit SD reserves the right to deny/accept partial returns at its sole discretion and consistent with applicable law.
- Summit SD recommends that customers insure all return shipments. Summit SD is not responsible for lost returns or returns damaged in shipment.
- Submission of returns to Summit SD shall be deemed acceptance of the terms of this policy.
- Return Goods Authorization Forms and Expired Product Authorization Forms expire thirty (30) days from the date issued.