



**MAKENA® (hydroxyprogesterone caproate injection)
RETURNED GOODS POLICY
(As of February, 2018)**

This Returned Goods Policy (the “Policy”) sets forth the policy and procedures that AMAG Pharmaceuticals, Inc. (“AMAG”) follows in the United States regarding returns of Product set forth below.

This Policy is subject to change at any time and without notice.

I. Definitions

- “Product” shall mean Makena® (any formulation).
- “Direct Customer” shall mean a pharmaceutical distributor, wholesaler, specialty pharmacy or similar entity with which AMAG has entered into an agreement to distribute Product on behalf of AMAG or to purchase Product directly from AMAG.
- “Indirect Customer” shall mean doctors, pharmacies, hospitals, and clinics who do not directly purchase Product from AMAG. For purposes of clarity, patients are not Indirect Customers.
- “Customer” shall mean Direct Customer and/or Indirect Customer as applicable.
- “Out-of-Date” shall mean three (3) months prior to and six (6) months beyond the expiration date on the Product package or label.

II. Returned Goods

A. Eligibility Criteria

Subject to Section II, B below, AMAG will accept Product returns for credit ONLY to the extent the Direct Customers’ request to return Product relates to the following (“Valid Returns”):

- Out-of-Date Product in original, unopened containers; ;
- Product being returned where AMAG has recalled Product, received a Product quality complaint or directed the return of the Product; or
- **For multi-dose vials only:** Opened, partially-used multi-dose vials that have expired under the package insert (five (5) weeks after the vial is first punctured).

Note:

- Product distributed through AMAG’s Patient Assistance Programs is not eligible for return credit.
- Product may not be returned if it has been billed to or reimbursed by a third party payor.
- AMAG reserves the right to verify the original purchase documents as proof that the Product being returned has been procured directly from AMAG and to verify the purchase price (net of applicable discounts, credits, or rebates) prior to authorizing a credit in accordance with this Policy.



B. Credit for Returned Product

Credit will be issued for Valid Returns only. There will be no exchange of Products. No credit will be given for service, storage, handling, or processing fees associated with a return. Credits for Valid Returns Products are valid for one (1) year from the date of issuance.

For multi-dose vials, the credit will be determined based on the quantity (per mL) of Product returned and the amount actually paid by Customer for the returned Product.

For single-dose vials and auto-injector, the credit will be determined based on the number of units being returned and the amount actually paid by Customer for the returned Product. Partially-used 1ml vials and partially used auto-injectors will not be accepted.

Customers receiving return credit may be required by law to report these credits as discounts, where applicable.

C. Returns Process and Shipment

Valid Return Product must be returned in its original container.

Transportation costs for Valid Returns must in all cases be prepaid by the Direct Customer. It is the Direct Customer's responsibility to package securely all Valid Return Products so as to prevent any damage during transit. Delivery of broken, wet, or leaking shipping containers may be refused by AMAG and returned to Direct Customer at Direct Customer's expense. Valid Return Products lost in transit by Direct Customer's transit carrier are the responsibility of the Direct Customer.

Direct Customer shall submit a return request (outlined below) together with satisfactory supporting documentation to AMAG in accordance with this Policy.

Direct Customer shall not return Product prior to receipt of return authorization from AMAG. AMAG will issue a credit memo to Direct Customer reflecting the value of the Valid Return Product deemed to have been satisfactorily returned under a valid return authorization and in compliance with this Policy, which value shall be determined by AMAG in its sole discretion.

To request a return, including for partially-used multi-dose vials, please complete a "Returns Authorization Request Form" which can be obtained via:

- **Makena HCP Website:** <http://www.makenahcp.com/ordering-and-stocking/ordering-makena>;
or
- **E-mail:** Distribution@AMAGPharma.com

*A completed "Returns Authorization Request Form" must be returned by e-mail to: Distribution@AMAGPharma.com. Reminder: A copy of the invoice for the Product to be returned **must** accompany the completed "Returns Authorization Request Form."*

If AMAG approves the return request after its review, AMAG will provide Customer with return instructions.



To request a return for **expired product**, please contact:

- **Email:** amagreturns@icsconnect.com
- **Phone:** (877) 654-2624

Expired product may only be returned to AMAG through its returned goods agents (e.g., AmerisourceBergen; ICS).

D. Indirect Customer Returns

Unless directed otherwise by AMAG, Product which is not obtained directly from AMAG must be returned directly to the distributors and/or wholesalers from whom such Product was acquired. Such Product returns will be governed by individual distributor/wholesaler returns policy.

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