

RETURN GOODS POLICY

This Return Goods Policy of Nautilus Neurosciences applies to all Products/Items (such terms are used interchangeably herein) distributed by Nautilus Neurosciences. Prior written authorization is required for all returns. Nautilus Neurosciences recognizes Cardinal Health Specialty Pharmaceuticals Services (“Cardinal SPS”) as it’s only authorized return facility. Nautilus Neurosciences will not assume any responsibility for charges incurred for any Product returned to a facility other than Cardinal SPS. Product must be in original, unopened, unaltered container/package to receive credit. Only direct Customers of Nautilus Neurosciences will be able to return Product. Nautilus Neurosciences will only accept the return of Product for consideration of credit under the following conditions and limitations:

1. Return Good Authorizations.

- a. In order for a proposed return to be considered for credit, Wholesaler/Customer (such terms are used interchangeably herein) must submit a valid Return Goods Authorization (“RGA”). Each RGA must contain the following information:
 - i. Each Item returned/NDC number;
 - ii. Product description;
 - iii. Quantity;
 - iv. Reason for return;
 - v. RGA number;
 - vi. Lot number.
- b. Submission of an RGA form does not constitute Nautilus Neurosciences acceptance for credit. All RA request should be sent to the following address:

Cardinal Health Specialty Pharmaceutical Services
c/oNautilus Neurosciences, Inc.
Attn: RETURN GOODS DEPT.
305 Tech Park
LaVergne, TN 37086
- c. Please contact Nautilus Neurosciences customer service department at Ph: 1-877-874-2440 Fax: 1-615-287-2356 or Email: at GMB-SPS-RETURNREQUESTS@cordlogistic.com for assistance with returns.



- d. All returns should be sent, freight pre-paid, to the following address:

Cardinal Health Specialty Pharmaceutical Services
c/o Nautilus Neurosciences, Inc.
Attn: RETURN GOODS DEPT.
15 Ingram Blvd
DOCK 43
LaVergne, TN 37086

- e. RGA numbers are good for ninety (90) days from date of issuance.
f. Each box returned must contain a packing list with Customer's account

information and RGA number clearly designated. Use only one RGA number per return shipment. If a return consists of multiple boxes, photocopy the RGA and any accompanying paperwork, and place a copy in *each* box. Nautilus Neurosciences encourages Customers to keep copies of all RGA's and associated proof, as Nautilus Neurosciences shall not be responsible for shipments or paperwork lost in transit.

2. Damaged in Shipping and Shortages.

- a. Products received damaged may be returned for full credit when reported in writing to Nautilus Neurosciences within 72 hours of receipt. Please have the Transportation Company note "damaged" on freight bill.
b. Nautilus Neurosciences must authorize damaged product returns and issue an RGA.
c. Upon request, buyer shall furnish such documentation as required for Nautilus Neurosciences to recover loss from the carrier.
d. Upon receipt of product, customers are requested to verify quantities of units received against original shipping documents by performing a physical count. Any discrepancies must be reported to Nautilus Neurosciences within ten (10) days of receipt, at which time the Nautilus Neurosciences regulatory/Quality Assurance Department may initiate an investigation.

3. Returnable Items. The following Items are returnable:

- a. Out-of-date Product six (6) months prior to expiration date or up to twelve (12) months past expiration date on package or label;
 - b. Items damaged during transit;
 - c. Items received as a result of shipping error by Nautilus Neurosciences, provided Nautilus Neurosciences is notified within ten (10) days of receipt, and the return is received by Nautilus Neurosciences within thirty (30) days of receipt;
4. Non-Returnable Items. The following Items are non-returnable:
- a. Items more than 12 months beyond expiration date;
 - b. Items damaged due to negligence of the Customer;
 - c. Items damaged due to improper storage, handling, fire, smoke, heat, water, etc.;
 - d. Items involved in sacrifice, salvage, bankruptcy, or fire sales;
 - e. Items designated as non-returnable;
 - f. Items involved in a Customer inventory reduction;
 - g. Items sold, purchased, or distributed contrary to federal, state, or local laws;
 - h. No partials will be accepted for credit; with the exception of the States that regulate returned goods. Partial goods include broken safety seals either inside or outside of each package/container;
 - i. Free items;
 - j. Products discontinued for more than twelve (12) months;
 - k. Items purchased at a special price or a reduced cost as part of a one time buy-in offer;
 - l. Items for which proof of purchase cannot be verified;
 - m. Items returned outside of this policy;
 - n. Items returned without prior approval;
 - o. Items purchased from any source other than Nautilus Neurosciences; or it's Authorized Distributors of Record.
 - p. Repackaged items;
5. Credits.
- a. Nautilus Neurosciences reserves the sole right to determine whether Items qualify for credit. Nautilus Neurosciences determination of the physical count of the returned Products will be final.
 - b. All approved returns shall result in credits for future purchases. There will be no refunds.
 - c. Any and all credits provided pursuant to this Policy are only valid if

redeemed within one hundred and eighty (180) days of issuance. Any and all credits that are not redeemed within one hundred and eighty (180) days of issuance shall be null and void.

- d. Credit or refund will be issued directly to the Customer within sixty (60) days after receipt of an approved return. Unauthorized deductions for returned merchandise will not be accepted.
 - e. All products must be returned to Nautilus Neurosciences to be considered for credit. Disposal/Destruction Certificates are not acceptable for credit purposes.
6. Transportation Charges. Nautilus Neurosciences will cover transportation expenses for Product shipped in error by Nautilus Neurosciences, provided that Nautilus Neurosciences is notified within ten (10) working days of such error. All other returns shall be made at the Customer's expense. It is recommended that Customers insure all return goods. Nautilus Neurosciences will not be responsible for shipments lost in transit.
7. Credit Value. Credit value will be calculated at WAC at the time of purchase, less any promotional credits, discounts and/or shelf stock adjustments associated with the returned Product, unless purchased at contract prices offered by Nautilus Neurosciences.
8. Miscellaneous.
- a. Ineligible items cannot be returned to the Wholesaler/Customer and will be destroyed with no credit being issued.
 - b. Returns classified as Wholesaler/Customer error may be subject to a handling fee.
 - c. By returning Products, you authorize Nautilus Neurosciences and/or its designee, as your agent, to destroy, without payment or other recourse, any returned Product.
 - d. Customer is *not* permitted to charge Nautilus Neurosciences any processing or shipping fees for return Product.
 - e. Nautilus Neurosciences reserves the right to modify this policy without notice and reserves the right to make exceptions for extenuating circumstances.
 - f. Nautilus Neurosciences further reserves the right to destroy without notification, credit, exchange or return to customer, any merchandise which does not conform to this policy.