

ROCKWELL MEDICAL RETURN GOODS AND CREDIT POLICY
Hemodialysis Concentrates, Cleaners and Ancillary Products

Customer's return instructions, terms of returns permitted under specific conditions, credit eligibility and the definitions of key terms are summarized in the table set forth following. Additional details are set forth in the Sections specified within the table.

	ROCKWELL ERROR (Shortage*, Damage, Shipping and Ordering Errors) (see Section 2.0)	CUSTOMER ERROR (see Section 3.0)	CUSTOMER EXCESS STOCK* (see Section 4.0)
Not Eligible for Return / Credit	Product returned without Rockwell Customer Service's prior approval as evidenced by the absence of a signed Return Goods Authorization (RGA) form	Product returned without Rockwell Customer Service's prior approval as evidenced by the absence of a signed Return Goods Authorization (RGA) form	Product returned without Rockwell Customer Service's prior approval as evidenced by the absence of a signed Return Goods Authorization (RGA) form
	Product returned with less than nine (9) months remaining to product expiration	Product returned with less than nine (9) months remaining to product expiration	Product returned with less than nine (9) months remaining to product expiration
	See Section 1.1 below for additional conditions	See Section 1.1 below for additional conditions	See Section 1.1 below for additional conditions
Eligible for Return / Credit	See Section 1.2	Resalable Product (see Section 1.2)	Resalable Product (see Section 1.2)
Required Notice	Reported to Rockwell Customer Service within two (2) business days of Customer's receipt	Reported to Rockwell Customer Service within two (2) business days of Customer's receipt	Reported to Rockwell Customer Service
Return Timeframe	Product and signed associated Rockwell issued RGA form received within thirty (30) days of Customer's receipt. (see Section 2.2)	Product and signed associated Rockwell issued RGA form received within thirty (30) days of Customer's receipt. (see Section 3.2)	Product and signed associated Rockwell issued RGA form received within ninety (90) days of Customer's receipt. (see Section 4.1)
% of Purchase Eligible for Credit	One hundred percent (100%) Credit to original purchaser. (see Section 2.3)	Seventy percent (70%) Credit to original purchaser (see Section 3.3)	Seventy percent (70%) Credit to original purchaser. (see Section 4.2) Equipment not Eligible
Fee for Pick Up of Product	N/A	Freight cost associated with pick up and return of product.	Freight cost associated with pick up and return of product.

*not applicable to Equipment

1.0 GENERAL PRODUCT RETURN / CREDIT ELIGIBILITY

1.1 Product Not Eligible for Return or Credit

Rockwell shall not be obligated to accept returns or issue credits for products which are or have been:

- returned without proper notification and/or prior written authorization in the form of a RGA form issued by Rockwell.
- returned more than ninety (90) days following Customer's receipt of shipment.
- returned with less than nine (9) months remaining until Product expiration date.
- sold on a "no return" basis.
- not in the original packaging or when the packaging is damaged (other than in the case of damage during shipping described in Section 2.0), defaced or opened. (Resealed cases / packs not eligible for return or credit)
- discontinued by Rockwell.
- allegedly received with unacceptable dating but not reported to Rockwell within thirty (30) days of Customer's receipt.
- mis-shipped or damaged during shipping if:
 - not reported to Rockwell within two (2) business days of Customer's receipt
 - or if reported within this timeframe but not returned within thirty (30) days of Customer's receipt
- promotional sales products or samples.
- deteriorated because of improper handling, abuse, or other factors not due to Rockwell (including without limitation, fire, flood or other natural disaster).
- opened, partly used, or the labels or seals have been tampered with or removed.
- special or custom Products made to Customer's specification.
- involved in a bankruptcy, liquidation, distressed, sacrifice, or fire sale.
- purchased from someone other than Rockwell.
- provided at no charge. This product is not eligible for return for credit under any circumstances.
- received without the signed Rockwell RGA form. Rockwell shall have no responsibility or liability to Customer for product returned without signed RGA. Any such product(s) will be destroyed upon receipt of such product(s).

1.2 Product Eligible for Return / Credit

In all cases, prior authorization (evidenced by a Rockwell RGA form) is required from the Rockwell Customer Service Department. Credit will not be issued without the Rockwell Customer Service Department's prior authorization.

In order to be eligible for return and credit, if applicable, disposables or parts must be:

- handled, maintained and stored properly at all times.
- stored at the originally delivered site, in the original, unopened, and undamaged carton or package damaged (other than in the case of damage during shipping described in Section 2.0).
- handled and stored in a sanitary manner.
- handled and stored to avoid contamination of any kind.
- stored at the temperature indicated within Product packaging information.
- maintained in accordance with any and all other handling and storage recommendations and information provided in Product literature, labeling, packaging information and/or otherwise made available to Customer.

2.0 PRODUCT RETURNS ASSOCIATED WITH ROCKWELL ERROR / SHIPPING DAMAGE

If Customer believes that Rockwell shipped product in error, Customer must follow delivery, inspection and notification procedures set forth herein for authorization and instructions regarding returns.

- 2.1 Prompt Notice of Shipping/Ordering Errors or Damage:** For credit eligibility consideration under the Return Goods Policy, Rockwell's Customer Service Department must be notified of any alleged ordering / shipping errors (including damage during shipping) with respect to product delivered hereunder within two (2) business days after Customer's receipt of product, regardless of the alleged problem or cause for return.
- 2.2 Return Timeframe:** Notwithstanding the foregoing, in all cases, Product eligible for return must be properly returned with prior authorization and the associated signed RGA form to Rockwell within thirty (30) days after Customer's receipt thereof in order to qualify for credit upon such return. Customer may return such Product freight collect. Product returned by Customer after thirty (30) days of shipment will be considered Customer's Excess Stock. (see Section 4.0)
- 2.3 Credit:** Provided that returned Product which was shipped in error (or Product damaged in shipping) is received by Rockwell and meets all requirements set forth herein, Customer shall be eligible for one hundred percent (100%) credit.

3.0 PRODUCT RETURNS ASSOCIATED WITH CUSTOMER ERROR

If Customer orders Product in error, Customer shall follow the delivery, inspection and notification procedures set forth herein for authorization and instructions regarding returns. Equipment cannot be returned for credit other than as provided in Section 3 below.

- 3.1 Prompt Notice of Order Error:** For credit eligibility consideration under the Return Goods Policy, Rockwell's Customer Service Department must be notified of the customer error with respect to Products delivered hereunder within two (2) business days after Customer's receipt of Product.
- 3.2 Return Timeframe:** Notwithstanding the foregoing, in all cases, Product eligible for return must be properly returned, with the associated signed RGA form, to Rockwell within thirty (30) days after Customer's receipt thereof in order to qualify for credit upon such return. Product returned after thirty (30) days of Rockwell's shipment to Customer will be considered return of Excess Stock.
- 3.3 Credit:**
 - 3.3.1** Provided that returned Product which was ordered by the Customer in error is received by Rockwell and meets all requirements set forth herein, Customer shall be eligible for a seventy percent (70%) credit.
 - 3.3.2** If Equipment is ordered in error, Customer may receive a seventy percent (70%) credit for new Equipment in its original unopened packaging and properly returned by Customer following Rockwell's standard procedures. Notwithstanding the foregoing, in all cases, Equipment must be properly returned to and received by Rockwell within thirty (30) days after the shipping date of such Equipment in order to qualify for such credit.

3.4 **Pick-up Charge/Return:**

3.4.1 If Rockwell arranges for pick-up of Product that is eligible for return as a result of a Customer's order error, the Customer will be responsible for freight costs associated with the return.

3.4.2 Customer will be responsible for all costs incurred by Rockwell related to the return of such Equipment ordered in error by Customer. Customer will ensure that such Equipment is properly packed and will bear all risk of loss related to its return.

3.5 **Product Not Eligible for Return for Customer Order Errors:** Rockwell will not authorize the return of custom manufactured Product that was purchased as a result of a Customer order error.

4.0 **RETURN OF EXCESS STOCK**

Product will be considered "Excess Stock" if authorized and returned to Rockwell after thirty (30) days and within ninety (90) days after Customer's receipt.

4.1 **Return Timeframe:** Notwithstanding the foregoing, in all cases, Product eligible for return must be properly returned, with the associated signed RGA form, to Rockwell within ninety (90) days after Customer's receipt thereof in order to qualify for credit upon such return.

4.2 **Credit:** Provided that returned Excess Stock Product is received by Rockwell and meets all requirements set forth herein, Customer shall be eligible for a seventy percent (70%) credit.

4.3 **Pick-up Charge:** If Rockwell arranges for pick-up of Excess Stock Product that is eligible for return, the Customer will be responsible for freight costs associated with the return.

4.4 **Excess Stock Product Not Eligible for Return:** Rockwell will not authorize the return of Excess Stock of custom manufactured Product.

5.0 **TERMS OF CREDIT**

5.1 Credit will be issued based on the original purchase price.

5.2 Credits expire ninety (90) days from the date of issue. Any credit that is not redeemed within ninety (90) days is null and void.

5.3 Deductions from payables may not be taken until Credit Memo is issued.

APPROVAL TO RETURN DISPOSABLES AND PARTS DOES NOT GUARANTEE CREDIT. ROCKWELL MEDICAL RESERVES THE RIGHT TO DESTROY, WITHOUT GIVING CREDIT, PRODUCT WHICH IS NOT RETURNED IN COMPLIANCE WITH THIS RETURN GOODS/CREDIT POLICY. THE RETURN GOODS/CREDIT POLICY SUPERSEDES ALL PREVIOUS POLICIES AND IS SUBJECT TO REVISION WITHOUT NOTICE TO ANY PARTY AT ROCKWELL'S SOLE DISCRETION. THE MOST CURRENT VERSION CAN BE FOUND AT WWW.ROCKWELLMED.COM/RETURN-GOODS-POLICY. THE RETURN GOODS AND CREDIT POLICY FOR EQUIPMENT SHALL BE SET FORTH IN THE APPLICABLE PURCHASE OR LEASE AGREEMENT FOR SUCH EQUIPMENT.

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