



116 Village Blvd., Suite 200
Princeton, New Jersey
08540 U.S.A

Wholesaler Terms and Conditions
Effective Date: March 22nd, 2023

The following represents the standard Wholesaler Terms and Conditions of Medicare Pharma Inc. ("Medicare"):

Chargebacks

Policies and procedures are specified in Appendix A as part of these Terms and Conditions.

Claims – Loss or Damage In Transit

Title to merchandise sold will pass to the wholesaler ("Wholesaler") upon delivery to the carrier at the point of delivery. Orders are shipped freight pre-paid.

Claims for loss, shortage or damage occurring in transit must be submitted to Medicare Order Fulfillment Center (1.866.210.1128) within 7 days from the date of the invoice for credit of product in accordance with the Return Policy in Appendices B, C and D of these Terms and Conditions. The Wholesaler agrees that no other remedy shall be available. Loss, shortage, or damage claims must be accompanied by the freight bill with the OS&D noted by the carrier. The Wholesaler must notify Medicare Order Fulfillment Center (1.866.210.1128) of a concealed OS&D claims within 14 days of receipt. The Wholesaler agrees to cooperate fully with Medicare in Medicare's effort to establish a claim against the transportation company. Claims submitted without the appropriate documentation will be denied.

Claims – Other

All claims involving discounts, pricing, credits, returns or account receivable issues must be reported to Medicare within 90 days of the date of invoice for the purchase in question. Claims concerning chargebacks are covered in Appendix A.

Correspondence

All Wholesaler communication relative to order fulfillment should be directed to the **Medicare Order Fulfillment Center at 15 Ingram Blvd., Suite 100, LaVergne, TN 37086, telephone number: 1.866.210.1128, fax number: 1.614.553.5480.**

Orders

All orders are subject to acceptance by Medicare. Medicare reserves the right to evaluate the purchase and reduce or allocate in a commercially reasonable manner, defer or back order.

Order Placement – Medicare Products Order Placement

To place an order, the Wholesaler should:

- Order via Electronic Data Interchange (EDI), transmit **ZZ:MEDICURES** for Production and **ZZ:MEDICURESPST** for Testing.

For any other orders, contact the Medicare Order Fulfillment Center at **1.866.210.1128.**

Order Minimums/Multiples

Product	Generic Name	NDC #	Selling Unit	Minimum Order
Aggrastat 250ml	Tirofiban HCl 12.5mg/250 ml	25208-002-02	1 Bag	10 Bags
Aggrastat 100 ml	Tirofiban HCl 5mg/100ml	25208-002-01	1 Bag	10 Bags
Aggrastat 15ml	Tirofiban HCl 3.75mg/15ml	25208-001-04	1 Vial	10 Vials
Zypitamag 2mg	Pitavastatin Mg 2mg Tablet	25208-201-09	1 bottle of 90's	1 Bottle
Zypitamag 4mg	Pitavastatin Mg 4mg Tablet	25208-202-09	1 bottle of 90's	1 Bottle

All Medicare product information specified in Appendix E of these Terms and Conditions

Prices

Orders will be invoiced at prices in effect at the time the order is received. All prices are subject to change without notice.

Product Recalls

Medicare will compensate Wholesalers affected by a product recall as follows:

- Credit for product will be issued at the price in effect for purchases directly from Medicare at the time of purchase.
- Medicare will reimburse the Wholesaler for reasonable and customary administrative and handling fees, consistent with HDMA standards
- Medicare will pay actual transportation charges for product returned as a result of a recall.

Warranty

Medicare products are all warranted to be true to label and to conform fully to the requirements of applicable federal laws and regulations at the time of shipment. Since Medicare cannot control the conditions under which drugs are administered, Medicare's guaranty relates solely to the identity and quality of ingredients used in the products at the time they are manufactured, and the care and skill exercised in their manufacture.

Liability

Medicare will assume the pharmacist's defense and possible judgment liability, which might result against the pharmacist in connection with a lawsuit arising solely out of the dispensing (excluding immunization or administration by a pharmacist or anyone on his/her behalf) of a Medicare product, if the following conditions are met:

- A physician prescribed a Medicare product and the pharmacist properly filled the prescription.
- A physician prescribed a drug product by generic name or other brand name, and the pharmacist properly filled the prescription with a Medicare product.
- The pharmacist cooperates fully in the defense of any lawsuit.

Medicare will NOT assume the pharmacist's defense and possible judgment liability if the lawsuit alleges negligence on the part of the pharmacist (including without limitation, a claim that the pharmacist provided or failed to provide oral or written information or warnings about the Medicare product), or if the pharmacist misrepresented or extended Medicare's warranty to the patient/customer.

Medicare will not assume the pharmacist's defense and possible judgment liability when he or she dispenses another manufacturer's product in filling a prescription written for a Medicare product.

Medicare will not assume the pharmacist's defense and possibility judgment liability if the lawsuit could not be brought against Medicare directly, because of the National Childhood Vaccine Injury Act of 1986, as amended.

In support of this policy, Medicare has obtained liability insurance in accordance with the foregoing policy, which is specifically extended to include vendor's liability coverage. This endorsement has been drawn on a blanket basis, so that it is not necessary to identify beforehand any specific pharmacist.

Remittances

Remittances should be sent to the address indicated on the invoices.

Medicare prompt payment terms are **2% 30 days from the date of invoice, net 31 days**. Payment is recognized when received at the lock box remittance address.

Medicare Electronic Funds Transfer ("EFT") payment terms are **2% 36 days from the date of invoice, net 37 days**. Arrangements for establishing payment via ETF may be made by contacting the Medicare Order Fulfillment Center at telephone number: **1.866.210.1128**.



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Return Goods Policy

Policies and procedures are specified in Appendix B (Wholesaler), Appendix C (Hospital) and Appendix D (Pharmacy) as part of these Terms and Conditions.

Storage and Handling

Wholesaler is fully responsible for complying with all applicable federal, state, and local laws and regulations relating to storage, handling and distribution of Medicare Products.

Amendment

Medicare may amend these terms and conditions from time to time upon written notice.

Appendix A Chargeback Policy

Wholesalers ("Wholesaler") are advised that selling to their customers that have contracted with Medicare Pharma Inc. ("Medicare") will automatically establish the Wholesaler's participation in the submission of chargeback claims, and will constitute the Wholesaler's agreement to adhere to the following policies:

- Chargebacks will be honored only for products purchased directly from Medicare by Wholesaler.
- It is Medicare's policy to recognize only one GPO affiliation per eligible contract participating customer.
- The Wholesaler agrees to keep current in its system the information provided by Medicare for purposes of submitting accurate chargeback claims (i.e. list of participating customers). Wholesalers who sell to customers based on contract information provided by third parties assume the risk that chargeback claims may not be honored.
- In order to be honored, all chargeback claims must be received **within 60 calendar days** from the date of the Wholesaler's original invoice.
- The Wholesaler must report to Medicare all credits and invoice adjustments that relate to sales previously claimed for chargeback.
- All chargeback claims must be submitted to Medicare via EDI on a consistent periodic basis (either daily, weekly, or monthly). It is the responsibility of the Wholesaler to notify Medicare via fax or email in advance of any changes in address or personnel that could impact the timely resolution of chargeback claims.
- Upon acceptance, chargeback claims will be credited to the Wholesaler within 2 business days.
- Reconciliation notices associated with the research and settlement of chargeback claims will be returned to the Wholesaler via EDI or mail.
- Auto-deduction is not an accepted method for receiving credit on chargeback claims or resolving chargeback disputes. Chargeback resubmission is the exclusive means for resolving variances for disputed claims. Please reference resubmission of chargeback claims described below.
- The acceptance by Medicare of any payment which includes an auto-deduction related to chargeback does not represent accord and satisfaction of the chargeback claim.
- Resubmission of any rejected chargeback claim must be made to **Medicare Contract Management, at 15 Ingram Blvd., Suite 100, LaVergne, TN 37086** by mail within 90 calendar days after the date of the reconciliation notice. The right to dispute ceases after this 90 day period. Any line item in dispute must be clearly identified and accompanied with documentation to support the additional request for review.
- In any dispute, action, or proceeding regarding the validity or amount of chargeback claims, the Wholesaler will have the burden of proving the validity and amount of such claims.



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- The Wholesaler must maintain records of sales transactions for which chargeback are claimed for at least twenty-four (24) months.
- Upon request by Medicare, Wholesalers must submit copies of all relevant invoices and other documentation. Medicare reserves the right, upon reasonable notice and during normal business hours, to audit the books and records of Wholesalers submitting chargeback claims.
- All information concerning the price of Medicare products and discounts that are made available to purchasers of such product is confidential. Such information will not be used by Wholesaler for any purpose other than calculating and submitting chargeback, and such information will not be disclosed to any third party without the written consent of Medicare.
- All customer communication or correspondence relative to chargeback claims should be directed to **Medicare Contract Management at 15 Ingram Blvd., Suite 100, LaVergne, TN 37086, telephone number: 1.866.210.1128, fax number: 1.614.553.5480.**

Appendix B Return Goods Policy for Wholesalers

Return Requirements: All Medicare Commercial Products

- All product returns require pre-authorization from Medicare Pharma Inc. ("Medicare"). Contact the **Medicare Order Fulfillment Center** at phone number: **1-866-210-1128** or fax number **1-614-553-5480**.
- All returns must comply with federal and state laws and regulations, including, but not limited to, the Prescription Drug Marketing Act as modified and amended.
- Medicare will accept its product for return from customers who purchase directly from Medicare.
- Wholesalers are not permitted to accept return of Medicare products from their customers and must instruct their customers to make their returns directly to the **Medicare Order Fulfillment Center**.
- All returned product must be in original, unopened packages and in good condition.
- Returned goods are to be sent to the **Medicare Order Fulfillment Center, 15 Ingram Blvd, Dock 43, LaVergne, TN 37086**.
- Medicare products shipped to Wholesalers are eligible for return 6 months prior to expiration through 6 months after expiration.
- To assure the issuance of proper credit or replacement, acceptance of the return goods will be subject to the following conditions:
 - **An itemized list, including the product and lot number, of the products must accompany the return.**
 - **All returns must include Wholesaler name, and address of the sender. The sender will prepay the transportation charges.**
 - **Products that have been involved in a fire, obtained in a sacrifice for bankruptcy sale, or returned by other than the original purchaser, will not be accepted for credit.**
 - **Products not accepted for credit will not be returned to the Wholesaler but will be destroyed.**
- Medicare sales representatives are not permitted to pick up merchandise from the customers for return.
- Product shipped in error or product damaged upon receipt should be returned to Medicare freight-collect for credit.
- Only those products that conform to the foregoing requirements will be accepted for replacement or credit, as applicable.
- Medicare treats, as a discount to the returning purchaser (on purchases of the product in the quarter in which the return occurs), any positive differential between a product's original sale price and the amount refunded upon the product's return. Purchasers of Medicare products must fully accurately disclose this and any other discount in accordance with the requirements of all federal, state and local laws, including the federal healthcare programs antikickback law (42 U.S.C. §1320a-7b(b)) and its implementing regulations (42 U.S.C. §1001.952). In addition, purchasers of Medicare products must provide access by the U.S. Department of Health and Human Services or a State health care program.
- Credit of Replacement of Returned Goods:
 - **Credit for short-dated and/or expired return goods will be issued to the Wholesaler at the current WAC <5%, as determined by the WAC in effect on the date credit was issued.**
 - **Credit for damaged and/or product shipped in error will be issued to the Wholesaler at the current WAC in effect on the date of the original shipment.**
 - **Medicare will ship replacement product for all returns received from Wholesaler's Hospital Customer ("Hospitals"), Appendix C and from Wholesaler's Pharmacy Customer ("Pharmacies"), Appendix D in accordance with Return Goods Policy.**



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**Appendix C
Return Goods Policy for Hospitals**

Return Requirements: All Medicare Hospital Products

- All Medicare hospital products are eligible for return 6 months prior to expiration through **6 months after expiration** ("Credit Eligible Product").
- Hospitals are **not permitted** to return Credit Eligible Products to Wholesalers. Credit Eligible Product is to be sent by the hospital directly to the following address for replacement (Note: Credit Eligible Product can be sent by a third-party reverse distributor on behalf of the hospital):

**Medicare Order Fulfillment Center
15 Ingram Blvd. Dock 43
LaVergne, TN 37086**

- Prior to sending Credit Eligible Product to the Medicare Order Fulfillment Center, all product returns require **pre-authorization** from Medicare Pharma Inc. ("Medicare"). Hospitals are to fill-out the enclosed **Medicare Replacement Information Form** and send via fax to the following department:

**Medicare Order Fulfillment Center
Phone: 1-866-210-1128
Fax: 1-614-553-5480**

- Medicare will replace authorized returns with **new product** which will be sent directly to the hospital.

Authorized Product Return	Replacement Product
Aggrastat 12.5 mg per 250 ml premixed bag	12.5 mg per 250 ml premixed bag (NDC# 25208-002-02)
Aggrastat 5 mg per 100 ml premixed bag	5 mg per 100 ml premixed bag (NDC# 25208-002-01)
Aggrastat 3.75 mg per 15 ml premixed vial	3.75 mg per 15 ml premixed vial (NDC# 25208-001-04)

- If the product for return is received by Medicare greater than 60 days from it return authorization issue date, no credit will be applied.
- All returns must comply with federal and state laws and regulations, including, but not limited to, the Prescription Drug Marketing Act as modified and amended.
- Medicare will accept its product for return from customers who purchase directly from Medicare or purchase through and authorized Medicare Wholesaler.
- All returned product must be in original, unopened packages and in good condition.
- To assure the issuance of replacement product, acceptance of the Credit Eligible Product will be subject to the following conditions:
 - **An itemized list, including the product and lot number, of the products must accompany the return.**
 - **The shipping carton must bear the name and address of the sender. The sender will pre-pay the transportation charges.**
 - **Products returned in a deteriorated condition due to improper storage, e.g. exposure to heat, cold, water, etc., will not be accepted for replacement.**
 - **Products that have been involved in a fire, obtained in a sacrifice or bankruptcy sale, or returned by other than the original purchaser, will not be accepted for replacement.**
 - **Products not accepted for credit will not be returned to the Hospital but will be destroyed.**
 - **Medicare sales representatives are not permitted to pick up merchandise from hospitals for return.**



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**Appendix D
Return Goods Policy for Pharmacy**

Returned Requirements: Zypitamag™ (Pitavastatin Tablets)

- Zypitamag™ is eligible for return 6 months prior to expiration through 6 months after ("Credit Eligible Product").
- Pharmacies are not permitted to return Credit Eligible Products to Wholesalers. Credit Eligible Product is to be sent by the pharmacy directly to the following address for replacement (Note: Credit Eligible Product can be sent by a third-party reverse distributor on behalf of the pharmacy)

**Medicare Order Fulfillment Center
15 Ingram Blvd. Dock 43
LaVergne, TN 37086**

- Prior to sending Credit Eligible Product to the Medicare Order Fulfillment Center, all product returns require pre-authorization from Medicare Pharma Inc. ("Medicare"). Pharmacies are to fill out the enclosed Medicare Replacement Information Form and send via fax to the following department.

**Medicare Order Fulfillment Center
Phone: 1-866-210-1128
Fax: 1-614-553-5480**

- Medicare will replace authorized returns with new product which will be sent directly to the pharmacy.

Authorized Product Return	Replacement Product
ZYPITAMAG 2MG 90CT BOTTLE	ZYPITAMAG 2MG 90CT BOTTLE (NDC# 25208-201-09)
ZYPITAMAG 4MG 90CT BOTTLE	ZYPITAMAG 4MG 90CT BOTTLE (NDC# 25208-202-09)

- If the product for return is received by Medicare greater than 60 days from the return authorization date, no credit will be applied.
- All returns must comply with federal and state laws and regulations, including, but not limited to, the Prescription Drug Marketing Act as modified and amended.
- Medicare will accept its product for return from customers who purchase directly from Medicare or purchase through and authorized Medicare Wholesaler.
- All returned product must be in original, unopened packages and in good condition.
- To assure the issuance of replacement product, acceptance of the Credit Eligible Product will be subject to the following conditions:
 - **An itemized list, including the product and lot number, of the products must accompany the return.**
 - **The shipping carton must bear the name and address of the sender. The sender will pre-pay the transportation charges.**
 - **Products returned in a deteriorated condition due to improper storage, e.g. exposure to heat, cold, water, etc., will not be accepted for replacement.**
 - **Products that have been involved in a fire, obtained in a sacrifice or bankruptcy sale, or returned by other than the original purchaser, will not be accepted for replacement.**
 - **Products not accepted for credit will not be returned to the pharmacy but will be destroyed.**
 - **Medicare sales representatives are not permitted to pick up merchandise from hospitals for return.**

Appendix E MEDICURE Product Information

Product Information

AGGRASTAT® (tirofiban HCl Injection, Premixed) is supplied as a sterile solution in water for injection, for intravenous use only, in vial container of 15 ml and 100 ml and in plastic containers of 100 mL and 250 ml. ZYPITAMAG (pitavastatin) tablets are supplied as white to off-white, beveled-edge, round-shaped tablets debossed with "877" on one side and plain on the other side (2 mg) and "878" on one side and plain on the other side (4 mg).

*AGGRASTAT 100ml bag and 250ml bag are manufactured for Medicare Pharma Inc. by Grifols, Spain.
AGGRASTAT 15ml vial is manufactured for Medicare Pharma Inc. by EBSI, Baltimore MD ZYPITAMAG 2mg and 4mg are manufactured for Medicare Pharma, Inc. by Cadilla Healthcare Ltd, India SODIUM NITROPRUSSIDE 50mg/2ml is manufactured for Medicare Pharma Inc by EBSI, Baltimore MD*

Medicare NDC#	Selling Unit Cost	Dimension (WxDxH) (inches)	Weight in Grams
25208-002-02	\$239.00	6.8x1.4x10.9	408.2
25208-001-04	\$56.00	1.7x1.6x2.6	31.7
25208-201-09	\$697.41	2.94x1.56	32.8
25208-202-09	\$697.41	2.94x1.56	47.6
25208-002-01	\$92.00	2.25x2.25x4	181.4

* Selling Unit Cost represents Wholesaler Acquisition Cost

Storage Conditions

Store at 25°C (77°F) with excursions permitted between 15–30°C (59-86°F) (see USP Controlled Room Temperature). Do not freeze. Protect from light during storage.

Medicare Pharma Order Fulfillment Center

15 Ingram Blvd., Suite 100
LaVergne, TN 37086
Telephone 1.866.210.1128
Fax 1.614.553.5480

Lockbox Address

Medicare Pharma
Dept CH 17719
Palatine, IL 60055-7719

EDI Information

- Medicare EDI Production Transmission Number: **ZZ:MEDICURESPS**
- Medicare EDI Testing Transmission Number: **ZZ:MEDICURESPST**

Electronic Funds Transfer ("EFT")

Medicare EFT payment terms are **2% 36 days from the date of invoice, net 37 days.** Arrangements for establishing payment via ETF may be made by contacting the Medicare Order Fulfillment Center at telephone number: **1.866.210.1128.**



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History of Change

Date	Revision Number	Change
March 22, 2023	00	New. Returns accepted 6 months post-expiry. Appendixes combined with main document. Removed NDCs 20208-00-305 & 25208-002-03



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Medicure Replacement / Return Information Form

Please read the Notes on page 2 before you complete this form.

- Please Select from below options:

Replacement

Return and refund

Please fill out the information below:

CONTACT INFORMATION		
Select one: <input type="checkbox"/> Hospital Pharmacy <input type="checkbox"/> Gov. Pharmacy <input type="checkbox"/> Private Pharmacy		
Name:		Title:
Phone:	Fax:	Email Address:

HOSPITAL/PHARMACY SHIPPING INFORMATION			
Hospital/Pharmacy Name:		DEA:	Wholesaler:
Pharmacy State License Number: <i>(Please attach a copy of hospital license to this form):</i>		Pharmacy State License Expiry date:	
Address <i>(will not ship to a P.O. Box):</i>		City:	State: Zip:

RETURNED PRODUCT			
NDC:	Lot:	Expiry Date:	Quantity:
NDC:	Lot:	Expiry Date:	Quantity:
NDC:	Lot:	Expiry Date:	Quantity:
NDC:	Lot:	Expiry Date:	Quantity:
NDC:	Lot:	Expiry Date:	Quantity:
NDC:	Lot:	Expiry Date:	Quantity:
NDC:	Lot:	Expiry Date:	Quantity:

HOSPITAL/PHARMACY AUTHORIZATION

Authorized By:	Signature:	Date:
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Debit Memo # *(Medicare uses this number for tracking purposes):*

PLEASE NOTE

- The completed form must be accompanied by a Valid copy of the hospital's state license. The request for a replacement product will be denied if no copy is provided.
- In case the Debit Memo number cannot be provided, please use the following format:
HRO < DEA NUMBER > (Example: HROBB5573352).
- Returned product must be received by Medicare no later than **60** days from the time of replacement authorization.
- If returned product is received after **60** days from time of authorization, **NO** replacement product will be shipped.
- Medicare Replacement policy: **180** days prior to the expiry date or **180** days after the expiry date.
- Medicare Return and refund policy: **180** days prior to the expiry date or **180** days after the expiry date.

Please refer to Medicare Pharma's Hospital Return Goods Policy for more information.

Thank you for completing!

Please email or fax to the Medicare Order Fulfillment Center:

Fax: 1.614.553.9260

Email: GMB-SPS-ReturnRequests@cordlogistics.com

MEDICURE AUTHORIZATION (do not fill out)

Authorized By:	Signature:	Date:
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