

VORAXAZE® REPLACEMENT POLICY FOR EXPIRED PRODUCT

*Effective Date: Purchases of Voraxaze made January 1, 2024 and later**

Facilities who would like to have expired Voraxaze ("Product") processed for a direct free replacement, please follow the instructions below. SERB will ship replacement Product directly to the facility. Please see the reverse side of this page for the terms of this program.

Direct Replacement Request for Expired Product

Date of Purchase: _____

Name of Distributor: _____

Date of Request: _____

Product NDC Number: _____

Lot #/Expiration Date: _____

Quantity of Voraxaze Cartons Requesting: _____

Facility Certification:

By signing below, I hereby certify that (a) I am authorized to sign on behalf of the requestor; (b) the information above is true and correct; (c) the information above does not include any Protected Health Information (PHI) (as such term is defined in HIPAA); (d) neither the requestor nor anyone associated with the requestor will seek reimbursement from any source, including private insurance payers and/or any federal or state healthcare program, for any of the Product referenced above; and (e) if the requestor does not return the expired quantity of Voraxaze requested for replacement by SERB, Customer will be invoiced and responsible to pay for the replacement Product at the then-current Wholesale Acquisition Cost (WAC), minus any contracted discounts.

Name: _____

Position: _____

Facility Name: _____

Facility Address: _____

Shipping Attn: _____

Facility City: _____

Facility State & Zip Code: _____

Facility Telephone Number: _____

Facility Contact Name (if different): _____

Email Address: _____

Facility State or Pharmacy License #: _____

Copy of License Required

Facility PO/Debit Memo (required): _____

Signature: _____

Date: _____

Instructions for Submission of Forms and Return Authorization ("RA") Request for Expired Products:

This SERB Replacement Request Form, W-9, AND a copy of the Facility State or Pharmacy License must be submitted to obtain a Return Authorization ("RA"). Please send to: serbtradeops@serb.com.

**Orders placed in November and December of 2023 may be considered on a case-by-case basis if they expire in May 2026.*

Eligible Products for Replacement:

1. Expired, unused Product purchased by Customers through an Authorized Distributor of Record (“ADR”) or previously replaced under this policy is eligible for replacement when requested for return between two months before expiration and the end of the month after the Product expires, except as otherwise required by applicable state law.
2. Any expired returns provisions as mandated by state law that conflict shall prevail over this policy.

Non-Eligible Products for Replacement:

1. Partially used vials are not eligible and will not be accepted, except as mandated by state law.
2. Product that has been damaged due to conditions beyond the control of the manufacturer, such as heat, cold, water, smoke, fire, or negligence, or improperly stored as outlined by the Prescription Drug Marketing Act (PDMA) and in accordance with the Voraxaze Prescribing Information.
3. Product involved in fire, sacrifice, or bankruptcy sale.
4. Product sold with the specific understanding that it is nonreturnable.
5. Product not purchased through an ADR or bought through other than normal domestic channels of distribution.
6. Product that has been repackaged or is in packaging other than SERB containers/packages.
7. Product that is obtained in violation of state or federal regulations.
8. Product in which the lot number and/or expiration date is missing, illegible, covered, and/or unreadable on original container.
9. Product returned by, or shipped to SERB from an ADR or third-party processor, rather than directly from a Customer or third-party returns processor will be rejected and destroyed.
10. Product billed to a patient or third-party payor.

Terms

1. After this completed replacement form is received by SERB, Replacement Product will be shipped within two weeks prior to product expiring. If completed replacement form is received after expiration, SERB will ship after the Return Authorization has been fully completed.
2. Product returned to SERB must be received within thirty (30) days following receiving replacement product. If the requestor does not return the expired quantity of Voraxaze requested for replacement by SERB, Customer will be invoiced and responsible to pay for the replacement Product at the then-current Wholesale Acquisition Cost (WAC), minus any contracted discounts.
3. Any return received that is ineligible for replacement or shipped without an RA will be accepted, but no replacement will be issued, and product will be destroyed.
4. Returns shipped “collect” will be refused and returned to sender.
5. Credit will not be issued for returned goods or for administration, shipping, or handling, including third-party processing fees or other fees.
6. SERB is not responsible for lost or damaged shipments of returned product(s).
7. Non-SERB product(s) returned with SERB product(s) will not be the responsibility of SERB. SERB reserves the right to charge customers for any costs incurred to process and destroy such non-SERB product. Any such non-SERB product will not be returned to the customer.
8. SERB reserves the right to inspect all returned product to determine if the product and the quantity are eligible for replacement. If they are deemed ineligible for replacement Customer will be invoiced and responsible to pay for the replacement Product at the then-current Wholesale Acquisition Cost (WAC), minus any contracted discounts.
9. A certificate of destruction does not qualify as an acceptable format for Product return.
10. Return requests for instances not addressed above will be reviewed and approved by SERB at SERB discretion on a case-by-case basis. Replacement Product will be determined by SERB at its discretion.
11. SERB reserves the right to change or make exceptions to this policy due to business needs at any time.



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