



Rigel Pharmaceuticals, Inc.
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Return Goods Policy
(Effective April 15, 2021)

This Rigel Pharmaceuticals, Inc. ("**Rigel**") Returned Goods Policy applies to the return of all Rigel pharmaceutical products by wholesalers, specialty distributors, retail pharmacies, mail order pharmacies, physicians, non-hospital-based clinics and hospitals, whether purchased directly or indirectly ("**Product(s)**"). This Policy does not apply to product returns from manufacturers. Rigel will only accept the return of Product for consideration of credit or refund, if applicable, under the conditions, and limitations set out below. This Return Goods Policy supersedes all previous return policies and may be modified by Rigel.

General Terms

All Products must be returned directly to Rigel's designated third party returns processor, listed below, to be eligible for return credit or refund. Rigel reserves the right to deny credit for returns sent to third party processors other than Rigel's designated third party returns processor.

Rigel or its designee will determine whether items qualify for return, credit, or refund. Rigel's determination of the physical count of the returned Products will be final. By returning Product that does not qualify for credit or refund, you authorize Rigel or its designee to destroy, without payment or other recourse, any returned Product. All shipping costs and transportation charges are to be prepaid by the customer except when error is due to Rigel.

Prior Return Authorization is required for all returns. Issuance of Return Authorization does not guarantee credit. Credit issuance is dependent upon confirmed receipt/review of returned Product. Unauthorized return of Product will be destroyed, and credit will not be issued.

Returnable Items

Returns will only be accepted for credit as specified below:

1. Product dating three (3) months prior to expiration date through twelve (12) months after expiration date. Product expiration occurs on the last day of the month of the expiration noted on the package unless package provides a specific date.
2. Product in original, unaltered container, trade package and have a VALID Rigel lot number and expiry date.
3. Product Returned Due to Recall – Product associated with a manufacturer-initiated recall is eligible for return subject to specific terms of the recall notification and requested return actions.
4. Product must be returned by the customer who purchased the product from Rigel. Credit will be issued to direct accounts.

Return Location

All Product must be returned to PharmaLink at the following address:

PharmaLink
Receiving Department PLI-MET
8285 Bryan Dairy Road, #160
Largo, FL 33777

For assistance in returning Rigel Product to PharmaLink, please contact CustomerSolutions@pharmalinkinc.com

Conditions for Credit

1. A valid Return Goods Authorization (RGA) Number must accompany all returns for proper credit. RGA Numbers are valid for 30 days from issuance. Expired RGA Numbers will be considered invalid, and no credit will be issued.
2. Each RGA must be in its own box. If multiple RGA's are in one box, they must be bagged separately.
3. Reimbursement price will be at the actual sale price to the customer, considering any chargebacks paid to such customer.
4. Credit provided to FSS customers will be processed according to the published Federal Supply Schedule price at the time of return.

Instructions for Requesting Return Authorization

Request for Return Authorization (box RA Labels) from PharmaLink can be made as follows:

1. Access PharmaLink's website at <https://www.PharmaLinkinc.com> and select Manufacturer Authorizations at the top of the webpage.
 - a. First Time users need to create a New User login.
2. Select "Start a new return" and choose Rigel Pharmaceuticals, Inc. from the Manufacturer dropdown menu.
 - a. Create Inventory: Allows you to enter an inventory of items in the shipment.
 - b. Upload Debit memo: Allows you to upload an inventory of items in the shipment.
3. The following information must be supplied or the RA Request will be declined and product will not be eligible for credit:
 - a. NDC Number, Product Description, Lot/Batch #, Quantity, Customer's Reference Number
 - b. Authorized Servicing Wholesaler Information:
 - i. Wholesaler Name, Address, City, State, and Zip Code
 - c. Debit Memo Number, Date, and Amount requested
 - d. Expiration Date (In the event the package expiration date is stated in month/year format, expiration date will default to the last day of the month)
 - e. Returning Facility details including:
 - i. Facility Name, Address, City, State, and Zip code
 - ii. Facility DEA Number
 - iii. Facility State License
4. The RA must be attached to the outside of the return shipment package.
5. Additional information provided to Rigel, if requested.

All returns must be received by PharmaLink no later than thirty (30) days after RA Label issuance with the RA Label attached on the exterior of the box together with a copy of the Customer's Debit Memo for such return(s) enclosed in the shipment. Product returned that does not meet the criteria listed above will be quarantined. If the above information cannot be obtained by the end of the business day, the product will be denied and sent back to the returning entity.

Damages and Erroneous Shipments

Products shipped in error by Rigel, products damaged in transit or products containing concealed damages must be reported to Rigel within five (5) working days of receipt and must be returned to Rigel within 25 days of receipt.

Contact Rigel at Customer_Ops@Rigel.com for return instructions.

Non-Returnable Items

Rigel will not accept the following for credit or refund:

1. Product that is not in its original, sealed, unopened package; however, for circumstances not outlined in this Returned Goods Policy please contact Customer_Ops@Rigel.com.
2. Product that has been marked, disfigured, or damaged due to improper storage, handling, fire, catastrophe or any other cause.
3. Product involved in salvage, bankruptcy or insolvency proceedings.
4. Private label, repackaged products or products not in the original container.
5. Product discontinued, unless otherwise indicated in a discontinuation notice document.
6. Product that was purchased from sources outside of the United States (i.e., means outside the United States of America and its territories and possessions, including, upon request, the Commonwealth of Puerto Rico).
7. Product distributed by Rigel at no charge, including product from starter programs and patient assistance programs.
8. Product purchased on behalf of other manufacturers, institutions, CRO's, or others for use in clinical trials or studies, Phase IV studies, or for charitable donations.
9. Product for which proof of purchase cannot be verified.
10. Product returns with incomplete information required for a return including consolidated or batch returned product from multiple facilities or customers on one debit memo.
11. Product obtained illegally or through means that have not been authorized in writing by Rigel.
12. Product that Rigel determines, in its sole discretion, is or may be adulterated, misbranded, or counterfeit.
13. If product is returned without an RGA it will be rejected and returned to the customer at their expense.
14. Overstock items are not eligible to be returned until they meet the dating requirements as it relates to product expiry dating.