



Harrow Company Returned Goods Policy

This Returned Goods Policy is incorporated into and made a part of the Agreement. Company has the right to modify or discontinue this Returned Goods Policy at any time without notice.

To qualify for a return, Product must have been purchased directly from Harrow Eye, LLC (“Harrow”) or from its Distributor of Record or Authorized Distributor of Record (“ADR”) only. Identification of product source must be supplied by the returning party upon request by Harrow or its agent or designee.

Non-Authorized distributors who purchase product from ADRs are not eligible to return Harrow products for credit.

Authorization

Prior authorization from Company is required for all returns, including requests for replacement product. To obtain approval and documentation for replacement product, please contact our 3PL returns department through the Harrow Customer Service options listed below.

Company recognizes 3PL representative as the authorized return facility and will incur all charges for processing and destroying Product at the 3PL only if product is returned to 3PL as directed. Company will not assume any responsibility for charges incurred for any Product returned to a facility other than 3PL as directed or for products shipped to 3PL without prior authorization.

- Each shipment must contain a copy of the Returned Goods Authorization (“RGA”) and a packing list with account/customer information and RGA number clearly designated. Only one (1) RGA number is allowed per return shipment. If a return shipment contains multiple boxes, photocopies of the paperwork with RGA number should be contained in each box.
- If returning more than one box, each box should be numbered, i.e., “1/2, 2/2”.
- If Product is returned without an RGA, it will be destroyed at the customer’s expense.
- **Customers must obtain an RGA for returns via phone from Harrow Customer Service at 833-989-1922, via fax at 614-652-0271, or via email at [GMB-SPS- Returnrequests@cordlogistics.com](mailto:Returnrequests@cordlogistics.com).**
- Returns will not be processed without an RGA. Return Goods Authorizations expire thirty (60) days from date issued.
- Please contact Company Customer Service at 1-833-989-1922 for returned goods assistance, and send all returns as directed, upon the issuance of an RGA.

Additional Terms

- Distributor shall report all returns through any required serialization tracking systems that may be required by government regulations and/or Company in accordance with the Drug Supply Chain Security Act.

Conditions/Terms for Returns

- A valid RGA number must accompany all returns.
- RGA numbers are valid for ninety (60) days from issuance. Expired RGA numbers are invalid, and no credit will be issued.
- All Product must be returned to 3PL within ninety (90) days from RGA issuance to receive a product replacement credit.
- Product that has been destroyed by customers or agents of customer is not returnable and no credit will be issued.
- Product must be in original packaging, in an unaltered container and, except in the event of a Product Recall, in an unopened carton.
- Specialty Distributor returns will not be accepted from third party returns processing vendors on behalf of customer. Full-Line Wholesale 3rd party returns processed are accepted.
- Deductions from invoices/payments may not be taken. Unauthorized deductions for returns may result in held orders.
- Harrow reserves the right to accept or reject the product for replacement.

Replacement

- Returned Products will be verified by Company, and if eligible for replacement, replacement product will be issued based on the unit count received by Company or its 3PL warehousing designee.
- All returns are subject to review and approval. Issuance of an RGA number does not guarantee replacement. Replacement is dependent upon confirmed receipt/review of returned goods. Unauthorized return goods will be destroyed, and replacement will not be issued.
- Returns are subject to final count and acceptance by Harrow/3PL representative. Returned products will be verified by 3PL representative, and final replacement will be calculated based upon that final count/reconciliation.

Returnable Items

Unless otherwise required by applicable law, Harrow Product shall be returned for replacement under the following circumstances:

- Product in the distribution channel that was purchased directly from Company or one of its authorized Distributors with the appropriate documentation.
 - Product returned is less than six(6) months prior to or no more than twelve (12) months after lot expiration date, provided such Product has a VALID Company lot number, expiry date, and serialization identification.
 - Product shipped in error.
 - Product involved in a Recall (including opened Product).
 - Please be sure to retain all intact vials to be replaced. Unless a vial is broken, all vials must be returned. Broken vials are non-returnable.
 - Company's Authorized Distributors must return all non-broken vials prior to replacement vials being shipped.

Non-Returnable Items

- Product damaged or deteriorated due to improper storage, handling, fire, or catastrophe beyond Harrow control unless otherwise qualifying as a returnable item.
- Product involved in salvage, bankruptcy, or insolvency proceedings.
- Product contains a pharmacy generated prescription label.
- Product is not in its original packaging bearing its original label inclusive of legible lot number, NDC number, and expiration date, Inventory Management System (IMS) labeled, or such packaging has been marked or disfigured in any way, excluding labels affixed by a third-party return goods processing company so long as the affixed label does not obscure original label, NDC number, lot number, or expiration date.
- Product that is more than twelve (12) months past the expiration date noted on the package/container. Product expiration occurs on the last day of the month of the expiration month and year noted on the package/container. (Product may be returned for destruction, but no credit will be issued.)
- Product discontinued for more than six (6) months.
- Product for which proof of purchase cannot be verified.
- Partially filled vials or syringes, unless otherwise qualifying as a returnable item or related to a Recall.
- Broken vials.
- Product damaged in transit.
- Professional samples or other no charge product.

Shipping Errors/Damaged Shipments from 3PL to Distributor: Product shipped in error, Product shortage or Product damaged in transit from 3PL wholesaler to Distributor, must be reported to 3PL within two (2) business days of receipt, and must be returned to 3PL, c/o Company, within fifteen (15) business days of receipt. Contact Company Customer Service at 1-833- 989-1922 for assistance. Concealed damages will be reported within twenty-one business days of receipt. If Product is returned without an RGA, it will be destroyed at the customer's expense.

Customers are responsible for prepaid shipping charges for returns unless the return is due to a shipping error or product quality issue from Harrow. It is recommended that customers ensure all return shipments; Harrow cannot be held responsible for shipments lost in transit or received in damaged condition.

All Harrow products received outside of the provisions of this Policy will be destroyed with no credit issued and no product placement provided. Harrow reserves the right to destroy, without recourse, all returned Products. Harrow Products are returnable for destruction, regardless of credit eligibility.

EXCEPTIONS:

Harrow reserves the right to modify and make exceptions to this policy and to its implementation at any time, without notice, for any reason, including, due to business necessity or changes in applicable laws and regulations.

Shipping and Returned Goods Address:

Attn: Harrow Returns Dept.
15 Ingram Blvd
Dock 43
LaVergne, TN 37086

Include the following information:

Customer Name
Customer Address
Customer Contact Name
Customer Contact Fax# or Email
Wholesaler Name (If Applicable)
Wholesaler Account# Reason for Return
Debit Memo#
Debit Memo Date
Product Name Product NDC#
Lot#
Product Quantity

Credit for eligible returned goods referenced above under Returnable Items will be issued at the price at time of purchase or if purchased at a contracted price at the applicable contracted price. Harrow has the right and ability to use the serialized numeric identifier (SNI) to determine the credit value for eligible returned goods referenced above under Returnable Items.

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