



Effective Date: August 27, 2018

This Return Goods Policy is for all Products (“Product” or “Products”) commercially distributed in the United States by Titan Pharmaceuticals, Inc. (“Titan”) or Titan’s authorized distributor of record (collectively, “Seller”).

Returned Goods Eligible for Reimbursement

The following products purchased in the U.S. are returnable by Customers for credit (as applicable) without prior approval:

1. Kits shipped in error by Seller (i.e., product not ordered by customer), provided Seller is notified of the error within two (2) business days of receipt.
2. Product shipped by Seller that is damaged in transit, subject to contracted F.O.B. terms, (i) if reported to Seller within two (2) business days of receipt and (ii) returned within thirty (30) calendar days of receipt.
3. Concealed damage claims: kit must be returned within thirty (30) calendar days of receipt.
4. Kits shipped by Seller that are unused and unopened must be returned within thirty (30) calendar days of receipt.
5. Product associated with a recall. To qualify for a credit or product replacement, the returned product must meet the criteria in the recall notification issued by Titan Pharmaceuticals. The issuance credit or product replacement is at the discretion of Titan Pharmaceuticals.
6. All other returns must receive prior authorization from the Seller’s approved return goods service contractor to be eligible for reimbursement

Procedure for Returning Items

All returnable products must be returned to Seller’s approved return goods service contractor in accordance with the contractor’s procedures and DEA guidelines. To request a Return Authorization (RA) please contact Customer Service via phone: 844-859-6341 or fax: 866-441-4091.

Customers can also initiate an RA via mail, at the following address:

RxCrossroads
Attn: Titan Pharmaceuticals Returns
1001 Cheri Way, Suite 100
Louisville, KY 40218

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Goods Not Eligible for Reimbursement

All products, other than listed above, shall be deemed not eligible for credit under this Policy and include, without limitation:

1. Product sold on a “non-returnable” basis, marked non-returnable, or with similar markings or special label.
2. Merchandise destroyed or damaged by insurable catastrophes such as fire, smoke, water, tornado, etc.
3. Merchandise purchased or otherwise obtained in violation of any federal, state, or local law or regulation.
4. Product donated to any external party by Seller.
5. Product not distributed by Seller.
6. Products purchased for federal and state governmental customers for stockpiling purposes (i.e., such sales shall be final and non-returnable).

Return Goods Credit / Valuation of Returns

1. Upon approval of RA, a credit will be issued based upon the lower of the current published price at the time the returned merchandise is received by RxCrossroads or Seller’s original invoice price [less cash or another discount, if any, taken by customer].
2. Credit will be provided through credit memos only.
3. No credit will be issued for “paper only returns.” Product must be returned for credit.
4. Returned quantities will be audited by Return Goods Processor, and final credit will be based on Return Goods Processor’s count.
5. All credits for the above-labeled products will be issued by Seller’s Accounting Department directly to customer’s account.
6. Credit or reimbursement will not be issued for product destroyed by Customers or third parties.
7. Seller is not responsible for return shipments lost in transit or received in damaged condition.

Rate of Return Limits

Seller reserves the right to limit or restrict customer purchase activity for customers with excessive return rates over the course of a twelve (12) month period.

Miscellaneous

1. If is customer becomes aware of quality issues with the product, customer shall report their concerns by calling Titan at 1-844-859-6341
2. Seller reserves the right to verify all returns to make certain that they conform to this Return Goods Policy.
3. Seller reserves the right to promptly destroy any returned merchandise whether or not eligible for credit or exchange.
4. Seller requires proof of purchase source of all merchandise returned for credit or exchange.
5. Seller’s Return Goods Policy strictly prohibits any employee from giving samples or kits to any customer to replace merchandise. All returns must be made according to this Return Goods Policy.
6. Customers are prohibited from deducting returns from payments without prior written approval.