

Return/Credit Policy & Procedure

A.P.I. Solutions, Inc. ("API") strives to ship every order quickly and accurately. If we make an error, we will correct it. However, API cannot take responsibility for ordering errors and **strongly recommends** that all customers provide API's customer service with a written purchase order bearing a unique alphanumerical identifier (a "PO"). **Without a PO, API will require an authorized representative of the customer to provide written confirmation (includes email) of a verbal order.**

- 1. <u>Fulfillment Errors & Damaged Goods</u>. Fulfillment errors and damages must be reported in writing within three (3) business days of delivery. Controlled substance return claims must be reported immediately per DEA requirements.
 - **a.** Wrong Item/Damage. If you received a product that is incorrect (a "wrong item") or damaged or otherwise unusable condition (a "damage), you agree to return the product(s), and API agrees to ship replacements, all at no additional cost to you.
 - **b.** Short/Over. If API ships the correct item, but in a quantity:
 - **i.** Less than you ordered (a "short"), then API will, at your option, (i) expedite shipment of the balance at no additional cost to you, **or** (ii) issue a credit memo; or
 - **ii.** Greater than ordered (an "over"), you agree to return the overage at no additional cost to you. You agree that, if you do not timely report an over, you will pay API for the full shipment at the unit price on the invoice for that shipment.
- 2. <u>Pricing Errors</u>. You must report any pricing error within ten (10) business days from the invoice date. API will issue a credit memo for any resulting overcharges, and a revised/increased invoice for undercharges. Unreported undercharges are subject to a 10% administrative fee applied to the amount of the undercharge.

3. Ordering Errors.

- **a.** Chemical Products. Due to FDA regulations and other drug laws, API generally does not accept returns of any chemical products, whether opened or unopened, including excipients. Any exceptions are at API's sole discretion on a case-by-case basis.
- **b.** Non-Chemical Products. Non-chemical purchases may be returned if API receives a fully executed Return/Credit Authorization Form within six (6) months of the original purchase date.
- 4. <u>Return/Credit Terms & Conditions</u>. The following terms and conditions apply to all returns and credits:
 - **a.** No returns for hazardous items, refrigerated products, controlled substances, or "special order" items, including, without limitation, drop shipments and products purchased from suppliers other than API. Damages will be handled on a case-by-case basis.

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- **b.** API does not issue refunds. Credits take the form of credit memos. API automatically applies credit memos amounts receivable for 45 days or more and to the oldest amounts first. Excess credits are applied to future purchases.
- **c.** Credits (i) are valid only for the original purchaser, (ii) are not transferable, (iii) have no cash or surrender value, and (iv) expire one (1) year after credit memo issuance.
- **d.** You must obtain API's pre-approval before shipping any return and otherwise **strictly** comply with the returns procedure described below, or API will reject, refuse, and/or reverse shipment of the return.
- e. API inspects all returned items before issuing any credit memo or shipping any replacements. Packaging must be in original condition for all returns, including packing materials. Damages must be returned in the **exact** condition received, and all other returns must be in the original, unused and saleable condition, with the original packaging intact.
- **f.** API pays for shipping **only** for returns described in the "Fulfillment Errors & Damaged Goods" section above, and **only** via API accounts with a national courier service. You pay for any other shipping.
- **g.** All returns, except for those described in the "Fulfillment Errors & Damaged Goods" section above, are subject to a restocking fee: 10% for chemical products and 25% for non-chemical products, applied to the total amount of each product returned.
- 5. Return/Credit Procedure: You must follow all steps in the following procedure:
 - **a.** Contact API customer service at 855-878-1489 and obtain (i) a Return/Credit Authorization Form (a "Form"), (ii) a Return Authorization Code Number ("RAC#"), and (iii) return shipping labels, if applicable.
 - **b.** The RAC# must be used on the Form, return shipping labels, and on all related correspondence.
 - **c.** The completed and executed Form, together with any required attachments, **must be enclosed** with the returns shipment, or the return may be delayed or refused.
 - **d.** Ship the return to:

A.P.I. Solutions, Inc. Attn: Shipping/ Returned Goods RAC#_____ 7998 B American Way Daphne, AL 36526

e. Allow at least three (3) business days after delivery for API to process the return.

I hereby acknowledge receipt of and agree to the above Return/Credit Policy & Procedure:

Customer Representative Signature	Customer Name
Customer Representative Name	Customer Address
Customer Representative Title	Customer State License/Permit/Registration No.

Date