



RETURN GOODS POLICY

Effective Date: May 1st, 2024

This Return Goods Policy is for all Coherus BioSciences, Inc. (“Coherus”) products (“Product(s)”) distributed in the United States by Coherus that were purchased from Coherus directly (“Direct Customer(s)”) or from an authorized distributor of record (“Indirect Customer(s)”). Patients are not eligible to return Product directly to Coherus unless otherwise required by law, and shall contact the Customer which dispensed the Product to the patient to request the return of the Product. Notwithstanding anything else herein to the contrary, Coherus may refuse a Product return if a Customer or patient is not in compliance with the terms of the Return Goods Policy or has misrepresented any information required hereunder. Questions regarding this Product Return Policy can be directed to Coherus Customer Service by calling 1-844-562-6004, faxing 614-652-0271, or e-mailing GMB-SPS-Returnrequests@cordlogistics.com.

1. Customer Returns. A Customer may return Product to Coherus under the following circumstances:
 - A. Expired Product (Applies to Direct and Indirect Customers): Product is past its expiration date, but only if returned by the Customer within twelve (12) months from the expiration date. Products expire on the last day of the month indicated on the packaging.
 - B. Damaged Product (Applies to Direct Customers Only): Product was damaged in transit to a Direct Customer, but only if reported by Direct Customer to Coherus within three (3) business days following Customer’s receipt of the Product. For returns of Product damaged in shipment from a Direct Customer to an Indirect Customer, Indirect Customer shall return the Product directly to the Direct Customer.
 - C. Ordered or Shipped in Error (Applies to Direct Customers Only): Product was ordered by or shipped to Direct Customer in error, but only if reported by Customer to Coherus within three (3) business days following Customer’s receipt of the Product.
 - D. Product Quality (Applies to Indirect Customers Only): Product deemed unusable by an Indirect Customer due to manufacturing or product quality issues (for example, cracked syringe, product discoloration); provided, however, Indirect Customer shall contact the Coherus Medical Information line at 1-800-483-3692 to report Product quality concerns in advance of requesting the return of Product for perceived quality issues. Notwithstanding anything in this Return Goods Policy to the contrary, Coherus shall only provide replacement Product for such authorized returns.
 - E. Product Recall (Applies to Direct and Indirect Customers): Product subject to a Coherus recall, and only in accordance with instructions provided by Coherus at the time of a recall and applicable Healthcare Distribution Alliance (HDA) guidelines. Notwithstanding anything in this Return Goods Policy to the contrary, Coherus shall only provide replacement Product for such authorized returns.
 - F. Product Returned By Patient to Indirect Customer and Replaced By Indirect Customer. Product was returned by a patient to an Indirect Customer and subsequently replaced by Indirect Customer; provided, however, the Indirect Customer has attested that it has not and will not obtain payment for the replacement Product through from any third-party payor or the patient. Notwithstanding anything in this Return Goods Policy to the contrary, Coherus shall only provide replacement Product for such authorized returns.



G. Spoiled Product (Applies to Indirect Customers Only): Product the Indirect Customer believes, in good faith, to have been spoiled. Examples of potential reasons for Product being deemed spoiled include:

- (i) Malfunction or failure, including situations where it did not perform as described in the Instructions for Use
- (ii) Mishandled, dropped, or broken
- (iii) Contaminated, preparation error, or compromised
- (iv) Inappropriately stored, refrigerated, or frozen
- (v) Prepared for administration but not administered

Requests for replacement of spoiled Product must be made within ten (10) business days of the event responsible for the request by contacting the Coherus Medical Information line at 1-800-483-3692. Coherus may seek additional information from Indirect Customer to support Indirect Customer's assessment that Product has been spoiled. Replacement due to spoilage is limited to five (5) units per return event.

2. Additional Requirements For Customer Returns Authorized Under Section 1. Product authorized for return by Coherus under Section 1 is also subject to the following requirements:

- A. If replacement Product is authorized hereunder, the replacement Product may be in a different presentation or form than the Product being replaced.
- B. Product shall be returned to Coherus unless Coherus is unable to accept the physical receipt of the returned product, or Coherus permits Customer to attest that such return is not physically possible. Coherus may require Customer to provide any documentation regarding Product, including that Product has been destroyed with respect to returns not physically returned to Coherus.
- C. If Product subject to a return request was purchased under the Public Health Service 340B Drug Pricing Program, Customer shall identify such Product when seeking its return.

3. Authorized Returns Replacement Product or Credit Valuation. Notwithstanding anything else herein to the contrary, Coherus reserves the right to provide replacement Product to a Customer instead of credit. For Product authorized to be returned and for which a credit may be provided:

- A. Direct Customer Purchase: Credit will be issued equal to the net acquisition cost of the Product in effect at the time of purchase by the Direct Customer, with shipping costs paid by the Direct Customer.
- B. Indirect Customer Purchase: If replacement Product is not provided, credit will be issued equal to the lesser of:
 - (i) the lowest net contract price charged to the Indirect Customer in the most recent twelve (12) month period, with a twenty-five percent (25%) processing fee applied to such price; or
 - (ii) the average net contract price across all Customers in the most recent twelve (12) month period (calculated by Coherus) less a twenty-five percent (25%) processing applied to such average price.
- C. No deductions from invoices/payments may be taken by Customer for return credits.

- D. All Product information (including Product identification, lot number and expiration date) will be verified before replacement or credit is approved.
4. Ineligible Returns (Applies to Direct and Indirect Customers). The following Products shall be deemed ineligible for return and replacement or credit.
- A. Product returned without a Return Authorization Number (RAN).
 - B. Product sold with specific understanding that it is non-returnable.
 - C. Product that does not meet the requirements of section (1) or (3) above.
 - D. Product returned when the intent of the Customer is to temporarily reduce inventory.
 - E. Product obtained illegally or that has been diverted or resold without prior written approval from Coherus.
 - F. Consolidated or batch returns. The physical return must be segregated by returning entity and debit memo.
 - G. Partial Product except where return is mandated by state law.
 - H. Returns where the lot number or expiration date is missing, covered or unreadable.
 - I. Product that is repackaged or product not in its original containers.
 - J. Product lost or damaged in transit when returning to Coherus.
 - K. Product involved in a fire sale, clearance, bankruptcy, or similar sale or proceeding.
 - L. Product destroyed by the Customer or a third party without prior written authorization from Coherus.
 - M. Product shipped as “free goods” including samples and Product supplied for Patient Assistance Programs.
 - N. Product not manufactured by or on behalf of Coherus for distribution in the United States.
 - O. Product that Coherus determines, in its sole discretion, is adulterated, misbranded, or counterfeit.
 - P. Product deleted from Product Compendia (e.g. First DataBank, MediSpan) for six (6) months or more.
 - Q. Product damaged that has been covered by insurance (i.e., fire, flood or earthquake).
 - R. Product for which proof of purchase cannot be verified.
 - S. If Product was already billed or submitted to insurance, or a co-pay or co-insurance payment was received, replacement is not available.
5. Return Authorization Process.
- A. Prior authorization for a return is required. Customers must obtain a return authorization number (RAN). Authorizations can be requested through Customer Service by calling 1-844-562-6004, e-mailing GMB-SPS-Returnrequests@cordlogistics.com, or faxing 614-652-0271. The return address is 15 Ingram Blvd, Dock 43, LaVergne, TN 37086.
 - B. To expedite processing of a return request, Customer shall have the following information available to provide to the Coherus Customer Service Representative:
 - (i) Product Name
 - (ii) NDC
 - (iii) Quantity for Each Product
 - (iv) Lot Numbers



- (v) Net Acquisition Price
 - (vi) Debit Memo Number
 - (vii) Billing Address
 - (viii) Shipping Address
 - (ix) Reason for Return
 - (x) Contact Person Name, Phone Number and/or Email
 - (xi) Wholesale Account # (if applicable)
 - (xii) DEA # or State Pharmacy ID
 - (xiii) HIN #
- C. Returns of Coherus Products from customers must include a packing list with the following information:
- (i) Attention: Coherus BioSciences Return Goods
 - (ii) RAN and name and address of facility returning Product
 - (iii) Phone number
 - (iv) DEA number
 - (v) HIN #
 - (vi) List of products (including)
 - i. NDC
 - ii. Quantity being returned
 - iii. Reason for return
 - iv. Lot number
 - v. Expiration date of each lot

Returned Product that does not meet the requirements set forth in this Policy will be destroyed and no credit will be extended.

Coherus reserves the right to modify this Return Goods Policy without advance notice.