

VANTIVE US HEALTHCARE LLC RETURN GOODS / CREDIT POLICY FOR DISPOSABLES AND PARTS

Customer's return instructions, terms of returns permitted under specific conditions, credit eligibility and the definitions of key terms are summarized in the table set forth following. Additional details are set forth in the Sections specified within the table.

	VANTIVE ERROR (Shortage*, Damage, Shipping and Ordering Errors) (see Section 1.1)	VANTIVE CUSTOMER or HOME PATIENT ERROR (see Section 3.0)	VANTIVE EXCESS STOCK (see Section 4.0)
Not Eligible for Return / Credit	Product returned without Vantive Customer Service's prior approval as evidenced by the absence of a signed issued Returned Materials Authorization (RMA) form.	Product returned without Vantive Customer Service's prior approval as evidenced by the absence of a signed issued Returned Materials Authorization (RMA) form.	Product returned without Vantive Customer Service's prior approval as evidenced by the absence of a signed issued Returned Materials Authorization (RMA) form.
		Disposables designated by 5K or 5Q prefix.	Disposables designated by 5K or 5Q prefix.
		Peritoneal dialysis solutions from Home Patient orders are not eligible for credit.	Product associated with Home Patient Order is not eligible for credit.
	See Section 1.1 below for additional conditions	See Section 1.1 below for additional conditions	Product returned with less than 3 months remaining to expiration.
			See Section 1.1 below for additional conditions
Eligible	Restockable / Resalable Product (see Section 1.2)	Restockable / Resalable Product (see Section 1.2)	Restockable / Resalable Product (see Section 1.2)
Prompt Notice	Reported to Vantive Customer Service within two (2) business days of Customer's receipt. (see Section 2.1)	Reported to Vantive Customer Service within two (2) business days of Customer's receipt. (see Section 3.1)	Reported to Vantive Customer Service.
Return Timeframe	Product and signed associated Vantive-issued RMA form received within thirty (30) days of Customer's receipt. (see Section 2.2)	Product and signed associated Vantive-issued RMA form received by Vantive within thirty (30) days of Customer's receipt. (see Section 3.2)	Product and signed associated Vantive-issued RMA form received by Vantive within ninety (90) days of Customer's receipt. (see Section 4.1)
% of Credit	One hundred percent (100%) Credit to original purchaser. (see Section 2.3)	Fifty percent (50%) Credit to original purchaser for Disposables/Parts. Eighty percent (80%) Credit to original purchaser for Equipment. (see Section 3.3)	Fifty percent (50%) Credit to original purchaser. (see Section 4.2) Equipment not eligible
Fee for Pick Up of Product	N/A	Ninety-five dollar (\$95) pick up fee charged for Disposables/Parts. (see Section 3.4) Customer responsible for all costs associated for Equipment	Ninety-five dollar (\$95) pick up fee charged. (see Section 4.3) Not applicable for Equipment

1. **RETURN / CREDIT ELIGIBILITY FOR VANTIVE ERRORS, CUSTOMER ERRORS AND EXCESS STOCK FOR DISPOSABLES/PARTS**

1.1. **Not Eligible.**

Vantive shall not be obligated to accept returns or issue credits on Disposables/Parts which are or have:

- Returned without proper notification and/or prior written authorization in the form of a RMA form issued by Vantive.
- Returned more than ninety (90) days following Customer's receipt of shipment.
- Returned with less than three (3) months remaining until Product expiration date.
- Sold on a "no return" basis.
- Not in the original packaging or when the packaging is damaged, defaced or opened. Resealed cases / packs are not eligible for return/credit.
- Been discontinued by Vantive.
- Allegedly received with unacceptable dating but not reported to Vantive within 30 days of Customer's receipt.
- Promotional sales Products or samples.
- Deteriorated because of improper handling, abuse, or other factors not due to Vantive or its shipping agents.
- Been opened, partly used, or the labels or seals have been tampered with or removed.
- Special Products made to Customer's specification.
- Provided at no charge. This product is not eligible for return for credit under any circumstances.
- Received without the signed Vantive RMA form. Vantive shall have no responsibility or liability to Customer for product returned without signed RMA. Any such product(s) will be destroyed upon receipt of such product(s).

1.2. **Eligible (Restockable / Resalable Product):**

Vantive shall only be obligated to accept returns on Disposables/Parts which meet the following criteria.

In all cases, prior authorization (evidenced by a Vantive RMA form) is required from the appropriate Customer Service Department. Credit will not be issued without Customer Service Department's prior authorization.

In order to be eligible for return and credit, if applicable, Disposables/Parts must be:

- Handled, maintained and stored properly by Customer at all times.
- Stored at the originally delivered site, in the original, unopened and undamaged carton or package.
- Handled and stored by Customer in a sanitary manner.
- Handled and stored by Customer to avoid contamination of any kind.
- Stored by Customer at the temperature indicated within Product packaging information.
- Maintained by Customer in accordance with any and all other handling and storage recommendations and information provided in Product literature, labeling, packaging information and/or otherwise made available to Customer

2. **VANTIVE ERRORS**

If Customer believes that Vantive shipped Disposables/Parts/Equipment in error, Customer must follow delivery, inspection and notification procedures set forth herein for authorization and instructions regarding returns.

- 2.1. **Prompt Notice of Shipping/Ordering Errors:** For credit eligibility consideration under the Return Goods Policy, Vantive's Customer Service Department must be notified of any alleged ordering/shipping errors with respect to Disposables/Parts/Equipment delivered hereunder within two (2) Business Days after Customer's receipt of Disposables/Parts/Equipment, regardless of the alleged problem or cause for return.
- 2.2. **Return Timeframe:** Notwithstanding the foregoing, in all cases, Disposables/Parts/Equipment eligible for return must be properly returned, with prior authorization and the associated signed RMA form, to Vantive within thirty (30) days after Customer's receipt thereof in order to qualify for credit upon such return. Customer may return such Disposables/Parts/Equipment freight collect. Disposables/Parts returned by Customer after thirty (30) days of shipment will be considered Customer's Excess Stock.
- 2.3. **Credit:** Provided that the Product is received and meets all requirements set forth herein, Customer shall be eligible for one hundred percent (100%) credit.

3. **CUSTOMER ERROR / VANTIVE PRODUCT**

If Customer orders Disposables/Parts in error, Customer shall follow the delivery, inspection and notification procedures set forth herein for authorization and instructions regarding returns. Equipment cannot be returned for credit other than as provided in this Section 3 below.

- 3.1. **Prompt Notice of Order Error:** For credit eligibility consideration under the Return Goods Policy, Vantive's Customer Service Department must be notified of the customer error with respect to Disposables/Parts/Equipment delivered hereunder within two (2) business days after Customer's receipt of Disposables/Parts.
- 3.2. **Return Timeframe:** Notwithstanding the foregoing, in all cases, Disposables/Parts eligible for return must be properly returned, with the associated signed RMA form, to Vantive within thirty (30) days after Customer's receipt thereof in order to qualify for credit upon such return. Disposables/Parts returned after thirty (30) days of Vantive's shipment to Customer will be considered Excess Stock.
- 3.3. **Credit:**
 - a. Provided that the Disposables/Parts are received and meet all requirements set forth herein, Customer shall be eligible for a fifty percent (50%) credit.
 - b. If Equipment is ordered in error, Customer may receive an eighty percent (80%) credit for new Equipment in its original unopened packaging and properly returned by Customer following Vantive's standard procedures. Notwithstanding the foregoing, in all cases, Equipment must be properly returned to and received by Vantive within thirty (30) days after the shipping date of such Equipment in order to qualify for such credit.
- 3.4. **Pick-up Charge/Return:**
 - a. If Vantive arranges for pick-up of Disposables/Parts that are eligible for return as a result of a Customer's order error, a ninety-five dollar (\$95.00) returned goods pick-up fee will be charged. If applicable, the pick-up fee may be applied against any credit due to Customer. Any portion of the ninety-five dollar (\$95.00) fee that is not covered by a credit will be invoiced to Customer.
 - b. Customer will be responsible for all costs incurred by Vantive related to the return of such Equipment ordered in error by Customer. Customer will ensure that such Equipment is properly packed and will bear all risk of loss related to its return.
- 3.5. **Disposables/Parts Not Eligible for Return for Customer Order Errors:** Vantive will not authorize the return of the following Disposables/Parts:
 - Custom manufactured products.
 - Peritoneal dialysis solutions returned from Home Patients.
 - Disposables with a 5K or 5Q prefix.

4. **EXCESS STOCK / VANTIVE PRODUCT**

Disposables/Parts will be considered "Excess Stock" if authorized and returned to Vantive within ninety (90) days after Customer's receipt.

- 4.1. **Return Timeframe:** Disposables/Parts are not eligible for return / credit after ninety (90) days from the date of Purchaser's receipt of such Disposables/Parts.
- 4.2. **Credit:** Provided that the Product is received and meets all requirements set forth herein, Customer shall be eligible for a fifty percent (50%) credit.
- 4.3. **Pick-up Charge:** If Vantive arranges for pick-up of Disposables/Parts that are eligible for return as a result of a Customer's order error, a ninety-five dollar (\$95.00) returned goods pick-up fee will be charged. If applicable, the pick-up fee may be applied against any credit due to Customer. Any portion of the ninety-five dollar (\$95.00) fee that is not covered by a credit will be invoiced to Customer.
- 4.4. **Disposables/Parts Not Eligible for Return for Excess Stock:** Vantive will not authorize the return of the following Disposables/Parts:
 - Custom manufactured products.
 - Products sold on a no return basis.
 - Disposables with a 5K or 5Q prefix.
- 4.5. **Disposables / Parts Not Eligible for Credit for Excess Stock:**
 - Product returned from a Home Patient.

APPROVAL TO RETURN DISPOSABLES AND PARTS DOES NOT GUARANTEE CREDIT.

VANTIVE RESERVES THE RIGHT TO DESTROY, WITHOUT GIVING CREDIT, DISPOSABLES AND PARTS WHICH ARE NOT RETURNED IN COMPLIANCE WITH THIS RETURN GOODS/CREDIT POLICY.

THE RETURN GOODS/CREDIT POLICY IS SUBJECT TO REVISION WITHOUT NOTICE TO ANY PARTY AT VANTIVE'S SOLE DISCRETION.

THE RETURN GOODS/CREDIT POLICY FOR EQUIPMENT SHALL BE SET FORTH IN THE APPLICABLE PURCHASE OR LEASE AGREEMENT FOR SUCH EQUIPMENT.