

BioMarin Returned Goods Policy

GENERAL CONTACT INFORMATION

BioMarin Pharmaceutical Inc.
3845 Grand Lakes Way, Suite 125
Grand Prairie, TX 75050

Tel: 1 (800) 976-5254, Option # 2
Email: rarequest@inmar.com
Website: <https://hrm.reskureturns.com>

AUTHORIZATION

All product returns require prior approval by BioMarin. Specialty Pharmacies and Sites of Care must contact BioMarin Customer Service Department to request a Returned Goods Authorization (“RGA”).

- For unexpired products and/or a Roctavian™ return, obtain RGA form by contacting customer@bmrn.com.
- For all others product returns, obtain RGA form either by calling 1 (800) 976-5254, Option # 2 or request via email at rarequest@inmar.com or by visiting the website: <https://hrm.reskureturns.com> (upload a PDF copy of the debit memo).

RETURN PROCEDURE

- Obtain RGA form from BioMarin Customer Service Department.
- Copy of RGA form must be enclosed in return shipment.
- Return product to: BioMarin Pharmaceutical Inc.
Attn: Returned Goods Department
3845 Grand Lakes Way, Suite 125
Grand Prairie, TX 75050

RETURN REQUIREMENTS

- Specialty Pharmacy or Site of Care followed the product return instructions provided by BioMarin.
- Product return must be unbatched.
- All products to be returned to BioMarin (excluding recalled products) must be stored by the Specialty Pharmacy or Site of Care in a suitable storage area under the required temperature conditions and all related data must be documented, including temperature data from receipt to collection by BioMarin, which must be provided as proof of compliance with temperature requirements.
- The Specialty Pharmacy or Site of Care must make all products subject to return available for collection in good time and provide the shipment courier with the return label provided by BioMarin.
- For Roctavian only, the package containing all Roctavian vials to be dispensed to a given patient must be labeled by the Specialty Pharmacy for an applicable patient.

TERMS OF RETURN

- BioMarin may at its sole discretion issue a credit at the net price paid, or if applicable, replace such product (in the circumstance of Specialty Pharmacy returns on behalf of patients).
- Third party processing fees will not be refunded.
- For returned product purchased from an authorized wholesaler or specialty distributor, credit will be issued through such wholesaler or specialty distributor.
- Returned products are subject to final count and acceptance by BioMarin.
- BioMarin reserves the right to destroy, without recourse, all returned packages.
- Return requests will be accepted only from direct purchasing customers with whom BioMarin had an active distribution agreement in place at the time of sale.
- BioMarin reserves the right to reject product return requests that do not meet the requirements of this policy.

REPLACEMENT PRODUCT REQUESTS

- Replacement requests for product rendered unsaleable by either a patient or Site of Care through unintentional or unplanned circumstances may be replaced by BioMarin. Replacement product requests should be submitted online at the following website: <https://www.biomarin-rareconnections.com/hcp/product-replacement/>.
- For additional information regarding replacement product requests, please contact customer@bmrn.com.

CONDITIONS FOR CREDIT

- Products are eligible for return where the return request is approved by BioMarin and the return shipment is received and verified by BioMarin.
- If returned product does not conform to information in RGA form, credit may not be issued.
- For Roctavian™ only, BioMarin is notified within twenty-four (24) hours of any missed and non-rescheduled Roctavian patient infusion.

SECTION I.

The terms and conditions set forth in this Section I are applicable to all BioMarin products, with the exception of Roctavian.

RETURNABLE ITEMS

- Product that is expired, unopened, and within six (6) months post product expiration may be returned by the customer that purchased such product from BioMarin.
- Product shipped in error by BioMarin or damaged upon receipt by Specialty Pharmacy or Site of Care, provided that such damage or error is reported to BioMarin within five (5) business days of Specialty Pharmacy or Site of Care receipt of product.
- Unexpired product may be returned to BioMarin if each of the following conditions are met: The product is (i) labeled by the Specialty Pharmacy for an applicable patient, (ii) not dispensed or administered due to prescription withdrawal, patient expiration, or other circumstances beyond the Specialty Pharmacy's or Site of Care's control, and (iii) not saleable to another patient.

NON-RETURNABLE ITEMS

- Product return requests that have not received BioMarin approval.
- Product that is greater than six (6) months past its expiration date.
- Product that was not purchased from BioMarin.
- Product that is spoiled or unsaleable due to Specialty Pharmacy or Site of Care negligence.
- Requests for partial product returns, unless required by state law.
- Product that is damaged after receipt by Specialty Pharmacy or Site of Care.
- Product that is provided at no cost.
- Product that has been opened, including but not limited to, product where: (i) the tamper evident security seals are broken, the product cap has been removed, or (ii) the product has been marked or altered, other than being altered by the application of a label at product dispense.

SECTION II.

The terms and conditions set forth in this Section II are applicable only to BioMarin product, Roctavian.

RETURNABLE ITEMS

Roctavian may be returned in the following circumstances:

- The patient withdraws consent for treatment, or the patient expires.
- The patient is medically unable to receive treatment and this inability to receive treatment is not anticipated to change, rendering Roctavian unsaleable for the prescribed patient.
- All Roctavian returns requests due to circumstances not specifically set forth in this Returned Goods Policy shall be reviewed on a case-by-case basis by a BioMarin committee tasked with evaluating such requests.

NON-RETURNABLE ITEMS

- Roctavian return requests that have not received BioMarin approval.
- Roctavian that was not purchased from BioMarin.
- Roctavian provided at no cost.
- Roctavian rendered unsaleable due to Site of Care or Specialty Pharmacy negligence.
- Roctavian vials damaged after receipt by Site of Care or Specialty Pharmacy.
- Roctavian vials that have been opened, including but not limited to, vials where: (i) the tamper evident security seals are broken, or (ii) the vials have been marked or altered.
- All Roctavian vials subject to a return must be physically returned to BioMarin.