AbbVie US LLC

Standard Terms and Conditions
Effective July 1, 2020

SCOPE - AbbVie US LLC Standard Terms and Conditions are applicable to individuals and entities within the 50 United States and the District of Columbia ONLY (excluding Puerto Rico and all other U.S. territories and possessions).

AbbVie reserves the right to change these Standard Terms and Conditions at any time without notice.

The most current version of the Standard Terms and Conditions can be found on the Internet at the following address https://www.e-abbvie.com/.

CONTACT INFORMATION- AbbVie Customer Service 1-800-255-5162

SECTION 1: WHOLESALERS/DISTRIBUTORS

1.1 EXCLUSIVE SOURCING: Customers who are AbbVie-approved wholesalers/distributors must purchase their entire requirements for products listed in the AbbVie catalog of products directly from AbbVie. Subject to Section 3.2, below, the resale of AbbVie products by wholesalers/distributors is strictly limited to end users in the United States who are patients or consumers or to customers in the United States who are properly licensed entities by the states in which they operate for their Own Use (as defined in Section 3.1 below).

1.2 NEW DISTRIBUTION FACILITIES FOR ABBVIE-APPROVED WHOLESALERS/DISTRIBUTORS: Initial product stocking orders for new distribution facilities of AbbVie-approved wholesalers/distributors may be eligible for thirty (30) days additional payment terms upon request.

1.3 CHARGEBACKS: Chargeback claims must be submitted electronically to AbbVie within twelve (12) months of the customer's original invoice date.

SECTION 2: PAYMENT

2.1 TERMS FOR PAYMENT: Unless otherwise stated on the invoice, terms for payment are: (1) for cash payments, 2% 30 days, net 31 days from invoice date, or (2) for EFT payments, 2% 34 days, net 35 days from invoice date.

2.2 PAYMENT DISPUTES: Portions of an invoice in dispute may be deducted by the customer and the balance remitted within the stated payment terms only if submitted to AbbVie with a detailed explanation of the deduction. All claims and/or verification requests shall be limited to a twelve (12) month period from date of invoice.

2.3 PAST DUE BALANCES: Past due balances are subject to a service charge of one and one half percent (1.5%) per month or the highest rate allowed by law, if lower than one and one half percent (1.5%) per month.

SECTION 3: GENERAL TERMS AND CONDITIONS

3.1 OWN USE: For customers other than AbbVie-approved wholesalers/distributors as outlined above in Section 1, product may be purchased solely for the use of a customer's patients ("Own Use"), which expressly excludes selling, transferring or otherwise distributing product to any person or entity for resale purposes. AbbVie in its sole discretion has the right to stop selling products and to demand repayment to AbbVie of the price differential between the original sold price and AbbVie's WAC (wholesale acquisition) price from any customer if AbbVie has reason to believe such customer has not complied with these Own Use terms.

3.2 ORDERING GUIDELINES FOR RESEARCH USE: AbbVie products may not be distributed or resold by any Customer to any clinical research organization or otherwise for investigative clinical research and development use (any such entity, a "CRO") without the express written consent of AbbVie which shall not be unreasonably withheld. A formal written response will be communicated within 30 days of purchase request.

3.3 RESTRICTIONS ON SALE FOR INTENDED PENAL USE: AbbVie strongly objects to any use of our products in lethal injection protocols for capital punishment. AbbVie is currently aware that Nimbex® has been named in lethal injection protocols in some states. Therefore, Nimbex may not be distributed or resold by any Customer to any correctional facility, Bureau of Prisons, Department of Corrections, or similar entity without the express written consent of AbbVie. A formal written response will be communicated within 30 days of purchase request.

3.4 PRICES AND QUOTATIONS: All quotations and prices are submitted without obligation and are subject to change without notice by AbbVie. Orders received by AbbVie Customer Service and/or Sales Representatives, whether based upon submitted quotations or not, are subject to acceptance by an authorized representative of AbbVie, including credit approval. Such acceptance shall be only by letter or performance.

3.5 CUSTOMER ORDER FORMS: None of the provisions of a customer purchase order or any acknowledgement thereof, except those specifying the quantity and the products ordered and billing instructions, shall be considered applicable to the customer's purchases. No modification of these Standard Terms and Conditions, including any different or additional terms contained in any purchase order, acknowledgement form or other written document, will be binding on AbbVie unless specifically accepted in writing and signed on behalf of AbbVie by an authorized representative of AbbVie.

3.6 ORDERS AND EFFECTIVE PRICE: Orders must be received by AbbVie Customer Service (1-800-255-5162) by 5:00 p.m. Central Time. Orders received after 5:00 p.m. Central Time will be invoiced at contract, catalog or deal prices in effect as of the next business day. AbbVie reserves the right to limit purchase quantities or refuse orders so as to ensure adequate supply and distribution to all customers on a fair and equitable basis, or for any other reason.

3.7 SHIPPING: AbbVie will select the mode of shipment and route the goods according to its judgment. If a customer requests and AbbVie agrees to a mode of shipment other than the least expensive alternative, any additional expense will be added to the invoice.

Orders must be submitted individually for each ship-to location. AbbVie does not allow drop shipments, other than pursuant to agreement by and between AbbVie and authorized distributors. Pricing will be applied on the basis of the individual order quantity per ship-to location and cannot be revised once submitted. If a customer requests split shipments, other than back orders, such shipments will be treated as separate orders. If the customer requests that the carrier sort and check in product, the customer is liable for associated carrier charges.

3.8 DELIVERY TERMS: AbbVie will pay for standard carriage to the customer's ship-to location. Title to the goods sold and risk of loss passes to the customer upon delivery of the goods to a transportation provider. AbbVie does not pay drayage at destination.

Deliveries shall be inspected by customer for irregularities before transportation provider departs, and noted on the freight bill. AbbVie should be notified when appropriate.

3.9 FORCE MAJEURE: AbbVie will not be liable for failure to perform any contract or supply any product due to strikes, fires, explosion, flood, riot, lock out, injunction, interruption of transportation, accidents, inability to obtain supplies at reasonable prices, shortage of raw materials, discontinuance of a product line, manufacturing problems, acts of governmental authority, terrorism, war, acts of God, or other causes beyond its control. Customer agrees that in such events, AbbVie may allocate available products among its customers and AbbVie's own requirements, without liability and at its sole discretion.

3.10 MATERIAL SAFETY DATA SHEETS AND PHARMACEUTICAL MEDICAL INFORMATION: AbbVie will furnish material safety and drug information data sheets upon request.

Please contact us at:
www.abbvie.com
1-800-633-9110

Online material safety data sheets can be accessed at **http://www.abbvie.com/products/msds.html**

3.11 GUARANTEE: AbbVie makes the express warranties contained in the AbbVie catalog and in the descriptions and directions for use of the labeling for products offered for sale in the catalog. All products are guaranteed to meet the requirements of all federal laws and regulations. This guarantee relates to the identity and purity of the ingredients and to the skill and care used in the production of the articles sold. However, because AbbVie has no control over the use or administration of these products, AbbVie cannot give and hereby disclaims any guarantee concerning the effect on the patient. It is the responsibility of those persons who are informed in the medical sciences and are competent to judge from the diagnosis, and in light of the circumstances of the case, whether any of these products prescribed or administered, how and in what dosage they should be given for the benefit of the patient. It is AbbVie's intention to give to its customers, whenever possible; all needed or desired information concerning each product sold by AbbVie. Inquiries or comments concerning formulas, dosages, and the like, will receive our prompt consideration.

ABBVIE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS LISTED IN THE ABBVIE CATALOG, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY

AND FITNESS FOR A PARTICULAR USE. ABBVIE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOST PROFITS.

3.12 ULTANE DISCOUNT DISCLOSURE: For Ultane customers who purchase from AbbVie (either in bulk or otherwise):

- The Minimum Product Utilization (as that term is defined in the customer's vaporizer agreement and set each year in the annual disclosure letter at the beginning of each year sent by AbbVie) is part of a discounted pricing arrangement within the meaning of 42 U.S.C. § 1320a-7b(3)(A), which discount the customer is required to report and/or provide information pursuant to 42 C.F.R. § 1001.952(h)(1).
- The customer's Ultane price from which to calculate the discount on the Minimum Product Utilization, inclusive of all additional rebates and discounts, is disclosed in the customer's Ultane Purchase contract with AbbVie or is at WAC.

The customer's vaporizer agreement and annual disclosure letter related thereto provides the customer (i) the annual fair market value cost ("FMV cost") of each of the customer's vaporizers for a given calendar year and (ii) that portion of the invoiced amount for each bottle of Ultane included in the Minimum Product Utilization applied to the annual FMV cost of the customer's vaporizers for that calendar year, resulting in the discount on the customer's purchase price of those Ultane bottles.

3.13 DRUG SUPPLY CHAIN SECURITY ACT DATA: AbbVie will provide Drug Supply Chain Security Act transaction information and verification services via the trace@abbvie web portal.

For access, please contact us at:

Web Portal: https://trace.abbvie.com
Phone: 1-800-255-5162
E-mail: trace@abbvie.com

SECTION 4: RETURNED GOODS POLICY

All AbbVie products purchased directly may be returned under the conditions set forth in Section 4.1. Certain AbbVie products are also eligible for return under the conditions set forth in Section 4.2. For all AbbVie products that are not eligible for return under Section 4.2, purchasing customers shall be granted a Return Goods Allowance in lieu of returns as set forth in Section 4.3. Eligibility for return credit will be determined as of the date product is received at AbbVie's third party return processor. Disputes related to credit memos issued for returned product must be submitted to AbbVie within twelve (12) months of the credit memo date.

4.1 GENERAL CONDITIONS FOR RETURNS. All AbbVie products purchased directly may be returned under the conditions set forth in this Section 4.1. If any customer has questions as to whether purchased AbbVie products are eligible for return under this Section 4.1, please call AbbVie Customer Service at 1-800-255-5162.

A) INCORRECT SHIPMENTS OR SHORTAGES: Incorrect shipments or shortages may be eligible for credit at invoice price if occurrence was a result of an AbbVie error prior to delivery of product to the transportation provider (e.g., AbbVie pick error), as determined by AbbVie. Incorrect shipments or shortages shall be reported to AbbVie Customer Service upon delivery**.** Unless exceptions are clearly noted on the delivery receipt by the delivery agent, the entire shipment of products should be declined when there is an incorrect shipment. Include the following information in the claim:

a) Name, address and AbbVie customer number.
b) Invoice number, date and dollar value.
c) Description of incorrect shipment or shortage upon receipt of delivery.

B) CUSTOMER ORDERING ERRORS: All products delivered to customers due to customer ordering errors, may be returned for credit at invoice price subject to the following conditions: (1) customer obtains a Returned Goods Request and shipping labels from AbbVie Customer Service, (2) the product is returned to AbbVie in saleable original, full and unopened condition, and (3) the product is able to be restocked by AbbVie. Customers should immediately notify AbbVie Customer Service of any ordering errors.

C) SHORT DATED PRODUCT: Products invoiced by AbbVie with less than twelve (12) months expiration dating shall be classified as "Short Dated" and will be eligible for credit at Invoice Price provided that it is returned to AbbVie no more than twelve (12) months past the product's expiration date. If customer is requesting return of product received with short dating, customer shall provide AbbVie Customer Service the following information: NDC product code, lot number, expiration date, P.O. number, invoice number and quantity to be returned. **Please Note:** Acute Care (IV Zemplar®, Nimbex® and Ultane®), Lupaneta®, Lupron®, Mavyret®, Moderiba®, Oriahnn™, Orilissa®, Rinvoq®, Skyrizi®, Survanta®, Venclexta®, Vicodin®, Viekira Pak®, and Zinbryta® purchased directly from AbbVie by customers not categorized as wholesalers/distributors by AbbVie shall not be eligible for return under this Section 4.1(c).

D) NEWLY LAUNCHED PRODUCT: Product purchased within sixty (60) days of a product's market launch shall be eligible for credit at invoice price; provided it is returned in full unopened containers within twelve (12) months of such product's market launch. If customer is requesting return of newly launched product, customer shall provide AbbVie Customer Service the following information: NDC product code, lot number, expiration date, P.O. number, invoice number and quantity to be returned.

4.2 OTHER ELIGIBLE PRODUCT RETURNS. The AbbVie products which are listed in Section 4.2(A)-(I) below may be returned under the conditions set forth in this Section 4.2. To be eligible for return under this Section 4.2, returning customers must meet the conditions set forth immediately below as well as any additional conditions set forth in the subsection (A)-(I) relating to the AbbVie product being returned.

AbbVie will issue credit for returns of the following products: Acute Care (IV Zemplar, Nimbex and Ultane), Lupaneta, Lupron, Mavyret, Moderiba, Oriahnn, Orilissa, Rinvoq, Skyrizi, Survanta, Venclexta, Vicodin, Viekira Pak, and Zinbryta. All of the requirements set forth below in this Section 4.2 shall apply to all AbbVie products being returned under this Section 4.2. Returns shall be credited in an amount equal to the net invoice price paid for such products by the returning customer/end user, less any discounts, rebates, or price concessions (not including prompt pay set forth in Section 2.1) received by customer/end user (the "Invoice Price"), unless otherwise set forth in Section 4.2 (A)-(I) below. The physical return must be segregated by returning entity and Invoice #/Proof of Purchase*. Credit for an eligible return will be issued in the form of a credit memo. AbbVie requires as much of the following detail as practicable from each returning entity that purchased AbbVie product and is returning the product pursuant to the AbbVie Terms herein:

- Customer/End User
- Customer's Wholesaler
- Invoice #/Proof of Purchase.
- Invoice/P.O. Date
- Facility Details:
    - Name
    - DEA #/HIN #/ or 340B #
    - Address
    - City
    - State
    - Zip Code
- Product Details:
    - Product Description
    - NDC #
    - Expiration Date of the Product
    - Lot #
    - Quantity
        - Full
        - Partial - # of tablets

If the required information noted above is not provided for processing, and the invoice credit amount cannot be determined by AbbVie, current contract price (defined as the aggregate of all discounts, rebates, or price concessions currently being received by customer/end user for specified AbbVie products pursuant to a written agreement between AbbVie and such customer for the purchase of such products being returned) will be substituted, or where no such current contract pricing exists, at current WAC – 10%. Credit for any other product returns or situations will not be issued. AbbVie will issue a return goods allowance in lieu of any other product returns as described in Section 4.2 below. This policy will be adapted to comply with all applicable state or local laws pertaining to returned pharmaceutical products.

*Invoice#/Proof of Purchase: Invoice displaying price paid for inventory being returned.

IN ADDITION TO THE CONDITIONS SET FORTH ABOVE IN THIS SECTION 4.2, THE FOLLOWING RETURN CONDITIONS SHALL APPLY TO EACH ABBVIE PRODUCT ELIGIBLE FOR RETURN UNDER THIS SECTION 4.2. ABBVIE MAY REDUCE OR REFUSE CREDIT WHEN CUSTOMER'S INADEQUATE INVENTORY CONTROL CAUSES EXCESSIVE PRODUCT RETURNS:

A. ACUTE CARE:

a) IV ZEMPLAR

i. Returned product must be expired and less than six (6) months past expiration.

b) NIMBEX

i. Returned product must be expired and less than six (6) months past expiration.
ii. Returns must be in full original unit of sale containers or, for non-wholesalers/distributors only, unopened vials that had been removed from refrigeration and available for use on carts.

c) ULTANE

i. Returned product must be expired and less than six (6) months past expiration.
ii. Returns must be in undamaged and unopened cases or shelf packs (or a saleable unit, as determined by AbbVie).
iii. Returns will be credited at 50% of net invoice price.

B. ANCILLARIES:

a) Peg, tubing, and ancillary supplies (excluding the infusion pump) for use with Duopa
   i. Credit will be given for full units in original packaging.

C. LUPANETA/ LUPRON: For direct purchasing Lupaneta/Lupron customers which are not AbbVie-approved wholesalers/distributors, returns of Lupron and Lupaneta shall be accepted under the following conditions:

a) Returns must be less than twelve (12) months past expiration.
b) Returns must be in full, original unit-of-sale containers.
c) Contact AbbVie Customer Service at 1-800-621-1020 for return goods request and box label information.

Please Note: Lupron and Lupaneta returns shall not be accepted from AbbVie-approved wholesalers/distributors (other than as set forth in Section 4.1 above). AbbVie-approved wholesalers/distributors shall receive an allowance equal to one percent (1%) of their gross Lupaneta/Lupron purchases to be paid by credit memo, in lieu of returns, as set forth in Section 4.3 below.

D. MAVYRET, ORIAHNN, ORILISSA, RINVOQ, AND VENCLEXTA:

a) Returned product must be 3 months prior to expiration or less than twelve (12) months past expiration.
b) Credit will be given for full or partial bottles/boxes in original containers.

E. MODERIBA AND VIEKIRA PAK:

a) Returned product must be less than twelve (12) months past expiration.
b) Credit will be given for full or partial bottles/boxes in original containers.

F. SKYRIZI:

a) Returned product must be 3 months prior to expiration or less than twelve (12) months past expiration.
b) Credit will be given for full unopened original unit of sale containers only.

G. SURVANTA:

a) Returned product must be expired and less than twelve (12) months past expiration.
b) Credit will be given only for undamaged and unopened vials.

H. VICODIN:

a) Returned product must be within six (6) months of expiration and less than twelve (12) months past expiration.
b) Credit will be given for full or partial bottles/boxes in original containers.

I. ZINBRYTA:

a) Returned product must be less than twelve (12) months past expiration.
b) Credit will be given for full syringes in original containers.

4.3 RETURNS GOODS ALLOWANCE FOR NON-RETURNABLE PRODUCTS: All direct purchasing customers will receive a returned goods allowance equal to one percent (1%) of their gross purchases of products which are not eligible for returns pursuant to Section 4.2 above (the "Return Goods Allowance"). All Return Goods Allowances shall be paid by credit memo, in lieu of returns. Such allowance is paid during the month following purchases made from AbbVie. No further allowance or credit shall be provided, and no returns shall be accepted, for the AbbVie products which are not eligible for return pursuant to Section 4.2, other than as set forth in Section 4.1. Notwithstanding any Return Goods Allowances paid, all AbbVie products purchased directly shall be eligible for return under the conditions set forth in Section 4.1 (but returns credit shall be reduced by the amount of any Return Goods Allowance as set forth in Section 5.1(b) below). AbbVie Customer Service can be reached at 1-800-255-5162 for any questions regarding these Terms and Conditions.

SECTION 5: GENERAL RETURNED GOODS PROCEDURE

5.1 CREDIT FOR RETURNS: All product returns meeting the requirements of Section 4 must follow the returned goods procedure specified below:

a) Eligible credit will be issued according to the following conditions:
   i. When product is returned by a direct purchasing customer, credit will be issued directly to customer.
   ii. When product is returned by an indirect purchasing customer, credit will be issued to the Authorized Distributor of Record who sold the product being returned, or if such indirect customer cannot practicably receive credit from the Authorized Distributor of Record who sold the product being returned, then credit will be issued to such other Authorized Distributor of Record designated by such indirect customer and agreed to by AbbVie.

b) Eligible credit for any products upon which a Return Goods Allowance has been credited as set forth in Section 4.3 shall be reduced by the amount of any such Return Goods Allowance or other discount (not including prompt pay set forth in Section 2.1), credit or price reduction paid by AbbVie in respect of such returned products.

c) Hardware items controlled by serial number must be returned with the original serial number intact.

d) Eligible product must be returned to AbbVie's Third-Party Return processor listed in Section 5.2 in order to be evaluated for credit eligibility.
   i. Prior to sending product to AbbVie's Third-Party Return processor, a return authorization ("RA") and a label must be created and applied to the shipping package. Each shipping package must contain a copy of a debit memo and an RA. If a shipping package contains multiple boxes, photocopy the RA as needed, place one in each box, and affix the supplied Qualanex label to the outside of each shipping package.
   ii. Request for RAs and labels can be made by any of the below methods:

- Accessing the Qualanex website at http://Qualanex.com
- E-mail your debit memo to customerservice@qualanex.com
- Fax your debit memo to Qualanex at 847-775-7258.
- **All debit memos must include:**
  - Account name, address, and DEA number
  - Wholesaler name, address, and DEA number
  - Name of item(s), NDC number(s), quantity, lot number(s), and expiration date(s)
  - Reason for return
  - Debit memo number

5.2 PRODUCT RETURNS FOR DESTRUCTION: All AbbVie product, regardless of where purchased, may be returned to AbbVie's agent Qualanex, LLC for destruction and in all instances must comply with all applicable Federal, State and local laws, rules and regulations, including all DEA regulations. A return of AbbVie product for destruction must be shipped prepaid to:

Qualanex, LLC
1410 Harris Road
Libertyville, IL 60048

5.3 RETURNS CREDIT LIMITATION: AbbVie will not issue credit for certain product returns including, but not limited to: counterfeit products; re-imported products; products obtained illegally or that have been diverted or resold by the end customer; products purchased through unauthorized wholesalers/distributors or other alternative sources; products acquired from AbbVie as non-returnable pursuant to Section 4 above; products that have been repackaged and/or not returned in original AbbVie package; products that were subject to a deal, emergency liquidation, bankruptcy sale or have deteriorated due to conditions beyond the control of the manufacturer, including, but not limited to, improper storage (heat, cold, water, smoke, or fire damage); products manufactured to customer specification; consolidated or batch returned product from multiple facilities or multiple customers and product samples.

5.4 THIRD PARTY RETURNS PROCESSORS: With the exception of Zinbryta, which must be returned pursuant to Section 5.2 above, customers may use their own returned goods processor to destroy AbbVie products including scheduled drugs; however, if the customer uses their own return goods processor that is not AbbVie's third party return processor credit for eligible product will not be issued. The Drug Enforcement Administration (DEA) requires approved destructions to be documented on a DEA Form 41. Customers shall send AbbVie a copy of the pages of the DEA Form 41 that document the name and address of the returned goods processor, the AbbVie product that was destroyed, the destruction date and the signatures of the two individuals who witnessed the destruction. Also include the customer name and address, AbbVie account number, product NDC number, lot number, quantity, size description, P.O. number, invoice number, and expiration date.