

BAXTER RETURN GOODS / CREDIT POLICY **FOR DISPOSABLES AND PARTS FOR RENAL**

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.

	BAXTER / ROCKWELL ERROR (Shortage*, Damage, Shipping and Ordering Errors) (see Section 1.1)	BAXTER CUSTOMER or HOME PATIENT ERROR (see Section 3.0)	BAXTER EXCESS STOCK (see Section 4.0)	ROCKWELL CUSTOMER ERROR or EXCESS STOCK
Not Eligible for Return / Credit	-Product returned without Baxter Customer Service's prior approval as evidenced by the absence of a signed issued Returned Materials Authorization (RMA) form, or Product returned without Rockwell's Customer Service's prior approval as evidenced by the absence of a signed Return Goods Authorization (RGA) form.	-Product returned without Baxter Customer Service's prior approval as evidenced by the absence of a signed RMA form.	- Product returned without Baxter Customer Service's prior approval as evidenced by the absence of a signed RMA form.	- Product returned without Rockwell's Customer Service's prior approval as evidenced by the absence of a signed RGA form.
		Disposables designated by 5K or 5Q suffix.	Disposables designated by 5K or 5Q suffix.	- See Section 1.1 below for additional conditions
		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)	Restockable/ Resalable Product (see Section 1.2)
Prompt Notice	Reported to Baxter Customer Service or Rockwell Customer Service within two (2) business days of Customer's receipt. (see Section 2.1)	Reported to Baxter Customer Service within two (2) business days of Customer's receipt. (see Section 3.1)	Reported to Baxter Customer Service.	Reported to Rockwell Customer Service within 2 business days of Customer's receipt
Return Timeframe	Product and signed associated Baxter-issued RMA form, or Rockwell issued RGA form, received within thirty (30) days of Customer's receipt. (see Section 2.2)	Product and signed associated Baxter-issued RMA form received by Baxter within thirty (30) days of Customer's receipt. (see Section 3.2)	Product and signed associated Baxter-issued RMA form received by Baxter within ninety (90) days of Customer's receipt. (see Section 4.1)	Product and signed associated RGA form within thirty (30) days of Customer's receipt. (see Section 2.2)
% 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	Seventy percent (70%) Credit to original purchaser. 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 to Equipment	Freight cost associated with pick up and return of product. Not applicable to Equipment

1.0 RETURN / CREDIT ELIGIBILITY FOR BAXTER / ROCKWELL ERRORS, CUSTOMER ERRORS AND EXCESS STOCK FOR DISPOSABLES / PARTS.

1.1 Not Eligible.

Baxter / Rockwell 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 Baxter or a Rockwell RGA form.
- 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 Baxter / Rockwell.
- allegedly received with unacceptable dating but not reported to Baxter within thirty (30) days of Customer's receipt.
- promotional sales Products or samples.
- deteriorated because of improper handling, abuse, or other factors not due to Baxter.
- 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 Baxter RMA or Rockwell RGA form. Baxter / Rockwell shall have no responsibility or liability to Customer for product returned without signed RMA / RGA. Any such product(s) will be destroyed upon receipt of such product(s).

1.2 Eligible (Restockable / Resalable Product):

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

In all cases, prior authorization (evidenced by a Baxter RMA form or Rockwell RGA 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 at all times.
 - stored at the originally delivered site, in the original, unopened, and undamaged carton or package.
 - handled and stored in a sanitary manner.
 - handled and stored to avoid contamination of any kind.
 - stored at the temperature indicated within Product packaging information.
 - maintained 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.

2.0 BAXTER / ROCKWELL ERRORS

If Customer believes that Baxter / Rockwell 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, Baxter's / Rockwell'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 /RGA form, to Baxter / Rockwell 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.

3.0 CUSTOMER ERROR / BAXTER 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, Baxter'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 Baxter 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 Baxter's shipment to Customer will be considered Excess Stock.
- 3.3 Credit:**
 - 3.3.1** Provided that the Disposables/Parts are received and meets all requirements set forth herein, Customer shall be eligible for a fifty percent (50%) credit.
 - 3.3.2** 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 Baxter's standard procedures. Notwithstanding the foregoing, in all cases, Equipment must be properly returned to and received by Baxter within thirty (30) days after the shipping date of such Equipment in order to qualify for such credit.
- 3.4 Pick-up Charge/Return:**
 - 3.4.1** If Baxter 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.
 - 3.4.2** Customer will be responsible for all costs incurred by Baxter 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:** Baxter 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

4.0 EXCESS STOCK / BAXTER PRODUCT

Disposables/Parts will be considered “Excess Stock” if authorized and returned to Baxter 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 Baxter 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.
- 4.3 Disposables/Parts Not Eligible for Return for Excess Stock:** Baxter 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.

BAXTER 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 BAXTER’S SOLE DISCRETION.

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