

# Returned Goods Policy

Before returning any Varithena product to Boston Scientific, customers must first call the Varithena Returns Department at **1-855-971-8346 (VEIN)** and obtain a Return Authorization (RA) number. All products returned to Boston Scientific without an RA number will be refused. Return authorizations are issued upon unconfirmed representations made to Boston Scientific and are not intended to be a guarantee that a credit or replacement will be issued, or a basis for relying upon the issuance of a credit or replacement. Replacement or credit for returned goods is subject to verification by Boston Scientific or its agent that the returned product falls within Boston Scientific's guidelines for returned goods.

## ELIGIBLE PRODUCTS FOR RETURN

1. Product received by customer as damaged. Products received damaged may be returned for replacement when reported within 48 hours of receipt. If product is received damaged, please have the transportation company note, "damaged" or "broken" on the freight bill. Products with UPS/RPS claims should remain in the original carton for inspection.
2. Product received by customer in error. Product shipped in error by Boston Scientific may be returned, if applicable, for full credit when reported within 48 hours of receipt.
3. Product returned as mandated by state or federal law.
4. Product that has been part of an official drug recall.
5. Product that Boston Scientific determines will be returned for testing as a result of a product complaint investigation.

Any eligible product being returned to Boston Scientific is subject to being returned in good, usable condition following local and state Hazmat regulations for proper shipping conditions.

## NON-ELIGIBLE PRODUCTS FOR RETURN

1. Expired product. In-date product is not subject to return per the Eligible Products for Return section above.
2. Product that has been damaged due to conditions beyond the control of the manufacturer, such as improper storage, heat, cold, water, smoke, fire, or negligence.
3. Product not properly stored as outlined by the Prescription Drug Marketing Act.
4. Product that has been opened or partial containers (except where mandated by state or federal law).
5. Product that has been purchased at special pricing or free goods, or product involved in fire, sacrifice, or bankruptcy sale.
6. Product returned by a party other than the purchaser.
7. Product sold with the specific understanding that it is non-returnable.
8. Product not purchased through an ADR (Authorized Distributor of Record) or bought through other than normal domestic channels of distribution.
9. Product that has been repackaged or is in packaging other than Boston Scientific containers/packages.
10. Product that is obtained in violation of state or federal regulations.

## TERMS

1. Any return received that is ineligible for credit or replacement or shipped without an RA will be accepted with no credit or replacement issued, and will become the property of Boston Scientific.
2. Returns shipped "collect" will be refused and returned to sender.
3. Credit for returned goods is issued at invoice price or at applicable contract price, less third-party handling charge, whichever is lower when received.
4. No credit will be issued for administration, shipping, or handling, including third-party processing fees.
5. Deductions from payables may not be taken until credit memo is issued. If credit is not received within 15 calendar days, a deduction is allowable. However, if a discrepancy or inconsistency requires additional research or investigation, then a deduction may not be taken until 30 days.
6. Unauthorized deductions for returns may result in held orders.
7. Boston Scientific reserves the right to inspect all authorized returns prior to issuing credit or replacement and to destroy products deemed unfit for sale, whether or not they are eligible for credit or replacement.
8. Returns are subject to final count and acceptance by Boston Scientific. Boston Scientific reserves the right to accept or reject the product for credit or replacement.

## PROCEDURE FOR RETURNING ITEMS

1. Returns must be received in good, usable condition, and must be returned by staff trained in Hazmat methods using a ground shipping vendor. All returns require prior Return Authorization (RA), including an RA number, to return product for credit or replacement from the Varithena Returns Department by calling **1-855-971-8346 (VEIN)**.
2. Transportation Charges - freight will be paid by Boston Scientific in the event of Boston Scientific error. Otherwise, no credit will be issued for the administration, shipping, or handling of a return.
3. Title and Risk of Loss will pass to customer at the time products are delivered to customer's dock. Delivery of all quantities of products shall be deemed to be made in full and in good condition unless the Varithena Returns Department is notified within 48 hours of receipt.
4. Exception - Boston Scientific reserves the right to make exceptions to this policy due to business needs.
5. Amendments to this policy - this policy is subject to change without prior notice.



**VARITHENA (polidocanol injectable foam) 1%**

**CAUTION:** Federal (USA) law restricts this device to sale by or on the order of a physician. Prior to use, please see the complete "Prescribing Information" at [www.bostonscientific.com](http://www.bostonscientific.com) for more information on Indications, Contraindications, Warnings, Precautions, Adverse Events, and Operator's Instructions. **INDICATIONS:** Varithena (polidocanol injectable foam) is indicated for the treatment of incompetent great saphenous veins, accessory saphenous veins and visible varicosities of the great saphenous vein (GSV) system above and below the knee. Varithena improves the symptoms of superficial venous incompetence and appearance of visible varicosities. **IMPORTANT SAFETY INFORMATION:** The use of Varithena is contraindicated in patients with known allergy to polidocanol and those with acute thromboembolic disease. Severe allergic reactions have been reported following administration of liquid polidocanol, including anaphylactic reactions, some of them fatal. Observe patients for at least 10 minutes following injection and be prepared to treat anaphylaxis appropriately. Intra-arterial injection or extravasation of polidocanol can cause severe necrosis, ischemia or gangrene. Patients with underlying arterial disease may be at increased risk for tissue ischemia. If intra-arterial injection of polidocanol occurs, consult a vascular surgeon immediately. Varithena can cause venous thrombosis. Follow administration instructions closely and monitor for signs of venous thrombosis after treatment. Patients with reduced mobility, history of deep vein thrombosis or pulmonary embolism, or recent (within 3 months) major surgery, prolonged hospitalization, or pregnancy are at increased risk for developing thrombosis. The most common adverse events observed were pain/discomfort in extremity, retained coagulum, injection site hematoma or pain, common femoral vein thrombus extension, superficial thrombophlebitis, and deep vein thrombosis. Physicians administering Varithena must be experienced with venous procedures, possess a detailed working knowledge of the use of the duplex ultrasound in venous disease and be trained in the administration of Varithena. See [www.varithena.com](http://www.varithena.com) for full prescribing information for Varithena. US VAR1900104.

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