

# Overage, Shortage and Damage (OS&D) Reporting Policy

## Scope:

- This Policy applies to all LifeScan Customers that are approved and authorized to purchase directly from LifeScan, Inc. in the United States
- Orders ship from LifeScan, Inc. Distribution Center
- Orders ship by LifeScan, Inc. Designated Carrier

## **Discrepancy Reporting Process:**

LifeScan's shipping terms are Freight on Board (FOB) Origin, freight prepaid. Title to the Products and risk of loss shall pass to the Customer upon shipment of the Products. Potential insurance coverage available upon Customer acknowledgement through waiver. LifeScan is not responsible for any Overages, Shortages and Damages (OS&D) as a result of a shipment from distributor to customer.

**Product Shortages:** LifeScan, Inc. is not liable for delays in delivery due to product shortages, acts of nature, war, terrorism, regulatory or carrier issues, or any circumstance beyond its reasonable control.

All claims, except those for entire missing shipments, must include a copy of the POD.

### For Shortage:

LifeScan, Inc. will presume that a signed Proof of Delivery ("POD") is valid as proof of delivery and receipt of the quantity and type of product indicated on the POD.

- For concealed shortages, shortage within the manufacturer sealed case, the customer must notify <u>LifeScan Customer Experience Team</u> via phone 1-888-452-8224 within 45 days of receipt of shipment.
- 2. For all **other shortages**, the customer must notify <u>LifeScan Customer Experience Team</u> via email: <u>US.service@lifescan.com</u> within **10 days** of receipt of shipment.

#### For Overage:

In the event of an overage, the customer must notify LifeScan Customer Experience Team via email: <a href="US.service@lifescan.com">US.service@lifescan.com</a> within 10 days of receipt of shipment. When the customer accepts the overage, LifeScan will issue a debit to the customer for the overage. When the customer refuses the overage at the time of delivery, the customer must refuse with the carrier, and the carrier will return the product back to LifeScan.

### For Damage:

- 1. **Refusal Damage**: Noticeable damage at delivery, the customer must refuse with the carrier.
- 2. Carrier Damage-Damage identified after receipt, the customer must notify <u>LifeScan</u> <u>Customer Experience Team</u> via email: <u>US.service@lifescan.com</u> within 10 days of receipt of shipment.
- 3. Concealed Damage: Damage within the manufacturer sealed case; the customer must notify <u>LifeScan Customer Experience Team</u> via phone 1-888-452-8224 within **45 days** of receipt of shipment.

Upon request by LifeScan, the customer shall return any damaged Product to LifeScan, Inc. or LifeScan's appointed third party for destruction.

All reported claims for **Overages**, **Shortages and Damages** (OS&D) must include the following information:

- Customer name (must be included in subject field of email)
- PO number (must be included in subject field of email)
- Quantity received vs. invoiced
- LifeScan item number
- Item description
- Customer contact information
- Copy of Proof of Delivery (POD)

#### For Returns:

The customer may only return Products for credit in accordance with LifeScan's Return Goods Policy, which can be found at http://www.lifescan.com/distribution-reimbursement/distribution.