

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE	PROOF OF CLAIM
In re Women First HealthCare, Inc , Debtor	Case Number 04-11278 (MFW)

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor and Address

 06509442001889

PRESCRIPTION SUPPLY INC
ATTN JOHN CROMLY
2233 TRACY RD
NORTHWOOD OH 43619 1326

- Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if this address differs from the address on the envelope sent to you by the court.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number () _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR _____

Check here replaces if this claim or amends a previously filed claim dated _____

1 BASIS FOR CLAIM

Goods sold Personal injury/wrongful death Retiree benefits as defined in 11 U.S.C. § 1114(a)

Services performed Taxes Wages, salaries, and compensation (Fill out below)

Money loaned Other (describe briefly): **DEBIT MEMO RETURNS FOR CREDIT** Last four digits of SS # _____

Unpaid compensation for services performed from _____ to _____ (date) (date)

2 DATE DEBT WAS INCURRED _____ **3 IF COURT JUDGMENT, DATE OBTAINED** _____

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ 2933.37 (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ _____ (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5 SECURED CLAIM

Check this box if your claim is secured by collateral (including a right of setoff).

Brief description of collateral _____

Real Estate Motor Vehicle

Other _____

Value of Collateral \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____

7 UNSECURED PRIORITY CLAIM

Check this box if you have an unsecured priority claim.

Amount entitled to priority \$ _____

Specify the priority of the claim:

Wages, salaries, or commissions (up to \$4,925) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3)

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)

Up to \$2,225 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6)

Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7)

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8)

Other. Specify applicable paragraph of 11 U.S.C. § 507(a) (____)

Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

8 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

9 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS if the documents are not available. Explain if the documents are voluminous; attach a summary.

10 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed, stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 pm, Eastern Time on August 31, 2004.

<p>BY MAIL TO Women First HealthCare, Inc c/o BMC Group f/k/a Bankruptcy Management Corp PO Box 983 El Segundo, CA 90245 0983</p>	<p>BY HAND OR OVERNIGHT DELIVERY TO Women First HealthCare, Inc c/o BMC Group f/k/a Bankruptcy Management Corp 1330 East Franklin Ave El Segundo, CA 90245</p>
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THIS SPACE FOR COURT USE ONLY

FILED

AUG 25 2004

BMC

Women First Healthcare, Inc


00113

DATE SIGNED 8-24-04

SIGN and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).
PRESCRIPTION SUPPLY, INC
By Thomas G. Schoen, PRESIDENT

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

Thomas G. Schoen

Prescription Supply, Inc.
2233 Tracy Road
Northwood, OH 43619

August 24, 2004

Women First Healthcare, Inc
5355 Mira Sorrento Place, Suite 700
San Diego, CA 92121

Reason for Debit Memo on Inventory unsaleable and returnable for Full Credit under Contract between Prescription Supply, Inc and Women First Healthcare, Inc Return Goods Policy (Copy enclosed)

DEBIT MEMO

Item Description	Quantity	Charge Amount	Extended Amount
Bactrim DS Tab, 100	3	155 43	\$466 29
Esclim, (8) 0 025 patch	20	27 13	\$542 60
Esclim, (8) 0 05 patch	1	25 38	25 38
Esclim, (8) 0 1 MG patch	3	28 44	\$85 32
Midrin Cap, 100	20	\$45 05	\$901 00
Ortho Est, 100, 625 MG tab	14	47 01	\$658 14
Ortho Est, 100, 1 25 MG tab	4	63 66	\$254 64
		Grand Total Due	\$2,933 37

WOMEN FIRST HEALTHCARE RETURN GOODS POLICY

Authorization

Customer must receive authorization to return product. Authorization may be obtained by contacting Customer Service at ~~888-950-2246~~ or fax to ~~888-950-2248~~

PHONE 888-950-2246 - FAX 888-950-2248 IF NOT TRY

- * Product being returned for exchange or replacement must be accompanied by a copy of the ~~Return Goods~~ Authorization Form and the return authorization number must appear on the outside of the package(s). Purchase order # or invoice # for products being returned must be provided.

vide FAX 858-509-0853

Returnable Product

- * Product that is unusable due to passage of the expiration date
- * Drug Recall
- * Discontinuance of a product

Non-Returnable Product

- * Product in an opened package
- * Product more than three (3) months after the date of recall or discontinuance
- * Product more than twelve (12) months past the expiration date

Terms for Returning Product

- * Returned products will be accepted only from customers to whom the product was originally sold. All other purchasers of product must return such product to the wholesaler or other party from whom they originally purchased the product.
- * Wholesalers will be issued exchange or credit (after providing appropriate documentation) at the current net or bill contract price as applicable in effect on the date the company receives the return. Credits may not be deducted from amounts due to the company.
- * Obtain Return Goods Authorization Form from Customer Service (no return will be accepted without a RGA)
- * Enclose a copy of the Return Goods Authorization form and other appropriate documentation in the return shipment.
- * Return merchandise to be shipped at wholesaler's expense and replacement product to be shipped at WFH's expense or credited.
- * In the case of a product recall separate instructions will be provided as appropriate.
- * Returns must be received within 60 days of Authorization date.

Institutional Returns

- * Wholesaler must identify products returned from an institute eligible to purchase at contract price.
- * Credit for returns from institutions will be issued at the current price for that institution.
- * Wholesaler shall enclose that all such returns are handled in accordance with the Prescription Drug Marketing Act of 1987 and any regulation adopted pursuant thereto.

FAX 858-509-0853

Women First HealthCare, Inc
Terms and Conditions of Sale to Wholesalers

12/11/16
MUST HAVE FORM

1 Orders

Wholesaler and other credit customers may mail fax transmit electronically or telephone orders for products marketed by Women First HealthCare Inc (WFHC) All sales of WFHC products are subject to these terms and conditions of sale and any additional or inconsistent provisions contained in any purchase order or other document provided by Wholesaler are not binding unless accepted in writing by WFHC WFHC reserves the right to limit the quantities of products to be shipped pursuant to any order or to refuse any order prior to shipment

2 Title, Shipment and Delivery

Title to and risk of loss of WFHC products passes to Wholesaler upon delivery to a common carrier WFHC will pay the cost of freight and insurance to Wholesalers warehouse Wholesaler will pay any costs due to special shipping requests WFHC reserves the right to make shipments in installments as it deems advisable or necessary and all such installments shipped separately will be separately invoiced and paid

3 Inspection and Adjustments

Immediately upon receipt of a shipment of WFHC products Wholesaler must inspect the products and notify WFHC s Customer Service Department by phone or fax of any claims for shortages defects or damage In the event of any such claims Wholesaler must hold the products pending receipt of WFHC s instructions concerning disposition and permit WFHC or its representative to inspect them upon request If Wholesaler fails to notify WFHC within ten (10) days after the date of invoice the products will be deemed to have been received in good condition in the quantities stated in WFHC s invoice and to have been accepted by Wholesaler

4 Pricing and Payment

All products will be invoiced at WFHC s published price to wholesalers in effect on the date of receipt of the order Terms of payment are two percent (2%) off WFHC s invoice price for cash payments postmarked no later than thirty (30) days after date of invoice net 31days Wholesaler will reimburse WFHC for any cash discount taken but not earned

5 Taxes and Other Charges

Wholesaler will pay or reimburse WFHC for any use tax sales tax dues inspection or leasing fee or any other tax fee or charge of any nature imposed by any governmental authority on Wholesaler s purchase of WFHC products If Wholesaler claims an exemption from any tax it must inform WFHC of the number(s) of all applicable exemption certificates and provide copies of such exemption certificates before placing orders

6 Returns

Eligible Products WFHC will accept for credit or exchange products that have become unusable due to passage of the expiration date drug recall or discontinuance by WFHC Returned products must be in their original unopened package and must be returned not more than three (3) months after the date of recall or discontinuance and not more than twelve (12) months after their expiration date WFHC will accept returns only directly from Wholesaler not from Wholesaler s customers Authorized returns must be received within 60 days of authorization date WFHC will Return Procedures Before returning any product Wholesaler must notify WFHC s Customer Service Department which if it approves the return will issue a Return Goods Authorization Form No return will be accepted unless accompanied by a Return Goods Authorization Form All returns except recalls will be shipped at Wholesaler s expense and WFHC will exchange the returned products for an equal quantity of new products which will be shipped at WFHC s expense or will issue credit. Credit for returns is deductible from payables only after Wholesaler s receipt of credit memo

Institutional Returns Products returned from an institution eligible to purchase at a contract price will be identified by Wholesaler and the credit shall be at the current contract price for that institution When Wholesaler receives products returned by a hospital health care entity or charitable institution Wholesaler shall ensure that all such returns are handled in accordance with the Prescription Drug Marketing Act of 1987 and any regulations adopted pursuant thereto

7 Chargebacks

WFHC will inform Wholesaler of its contract prices to institutional customers that have designated Wholesaler as a prime vendor for WFHC products and will honor chargeback requests submitted within 90 days after the date of Wholesaler s invoice to a designated institution The chargeback request must indicate the institution date of invoice units shipped invoice price and such other information as may be agreed Upon receipt and approval of Wholesaler s chargeback request WFHC shall issue a credit memo to Wholesaler in the amount of the difference between its net price to Wholesalers on the date of the invoice and its contract price to the institution on the same date or in such other amount as WFHC finds is properly due Such credit shall be applied against subsequent purchases by Wholesaler and may not be assigned or transferred to a third party or exchanged for cash Wholesaler must maintain records evidencing sales for which chargebacks are requested for 18 months and make them available to WFHC if requested

8 Warranty and Indemnification

WFHC warrants that as of the date of shipment WFHC products will not be adulterated or misbranded within the meaning of the United States Food Drug and Cosmetic Act and will not be articles that may not be introduced into interstate commerce under such act WFHC will defend Wholesaler and indemnify it against any claim based on the failure of WFHC product purchased directly from WFHC to meet appropriate standards of identity strength quality and purity provided the Wholesaler gives WFHC prompt notice of the assertion of the claim or service of complaint and fully cooperates in the defense thereof by counsel of WFHC s choice This warranty and indemnification do not apply if the claim results from Wholesaler s negligence or its alteration misuse or improper testing handling or storage of the product

9 Sole and Exclusive Remedies

Except as stated in the preceding section WFHC makes no warranty expressed or implied regarding the products sold to Wholesaler Wholesaler s sole and exclusive remedy for delivery of defective or nonconforming products will be to receive a like quantity of replacement goods upon the return of the nonconforming or defective products provided that Wholesaler gives adequate notice as required by Section 3 above Under no circumstances will WFHC be liable for any incidental or consequential damages based on product purchased by Wholesaler

10 Wholesaler s Representations

Wholesaler represents that (A) it has adequate facilities for the storage of WFHC s products and that it will handle and store WFHC products properly and in compliance with WFHC s instructions and with all applicable federal state and local requirements (B) it has and will maintain all federal state and local registrations necessary for the lawful handling of all WFHC products (C) it will comply with all requirements of the Prescription Drug Marketing Act regarding the handling of sale of WFHC products and (D) it will ensure that any products for which chargeback requests are submitted under section 7 are sold for the institutional customer s own use within the meaning of the federal Nonprofit Institutions Act (15 U S C B13(c)) and relevant court decisions and will provide to WFHC any information that Wholesaler may receive indicating that any other disposition of such products may have occurred

11 Other Terms

Confidential Information All information provided to Wholesaler concerning WFHC s institutional contract pricing and other information regarding the WFHC products that is designated Confidential must be maintained in confidence by Wholesaler and not disclosed except with the written permission of WFHC
Change of Ownership Wholesaler must notify WFHC at least ten (10) days prior to the effective date of any sale or other transfer of substantially all of Wholesaler s assets or the transfer of a controlling interest in Wholesaler to a third party In event of such transfer WFHC reserves the right not to make further shipments to Wholesaler
Credits Wholesaler must furnish financial information requested by WFHC to establish and maintain its financial responsibility WFHC reserves the right to require cash payment before shipment or on delivery in its sole judgment Wholesaler s financial responsibility has become impaired
By placing orders for WFHC products Wholesaler accepts the above terms and conditions



PRESCRIPTION SUPPLY, INC.

Pharmaceutical Wholesale Distributor
 2233 Tracy Road * Northwood, Ohio 43619
 Phone 419-661-6600
 1-800-777-0761 Fax 1-419-661-6617
 E O E 1-800-777-0762



***** DEBIT MEMO *****

ACCOUNT _____

DEBIT MEMO # 04-296

Women First Healthcare

DATE August 24, 2004

5355 Mira Sorrento Place, Suite 700

INVOICE # _____

San Diego, CA 92121

P O # _____

ACCT # _____

INVOICE DATE / /

PHONE # 1-_____-_____-_____

INVOICE DUE DATE / /

QTY	SIZE	DESCRIPTION	UNIT PRICE	TOTAL
3	100	Bactrim DS Tab #64248-0117-10	155 43	466 29
20	8	Esclim 0 025mg Patch #64248-0310-01	27 13	542 60
1	8	Esclim 0 05mg Patch #64248-0330-01	25 38	25 38
3	8	Esclim 0 1mg Patch #64248-0350-01	28 44	85 32
20	100	Midrn Cap #64248-0120-10	45 05	901 00
14	100	Ortho Est 625mg Tab #64248-0101-01	47 01	658 14
4	100	Ortho Est 1 25mg Tab #64248-0102-01	63 66	254 64

ANY QUESTIONS CALL CINDY AT 419-661-6600, EXT #10 THANK YOU!!

ANY DAMAGE/NON-STOCKABLE ITEM(S) NOT PICKED-UP WITHIN 20 DAYS OF THIS DEBIT MEMO WILL BE DESTROYED

Debit Memo Sub-Total \$2,933 37

Discount Amount _____

Debit Memo Total \$2,933 37