

AVANOS*

**DIRECT DEVICE
CUSTOMERS**

**TERMS AND
CONDITIONS**

Effective July 15th, 2025

www.avanos.com

Table of Contents

Contact Information Customer Service	3
Summary of Business Policies	3
State License Requirements.....	4
Order and Payment Terms.....	4
Order Methods and Revisions.....	4
Order Status Capability on the Internet	4
Returned Goods Policy	5
Return Criteria.....	5
Shipping Discrepancies (Overages/Shortages/Damages/Concealed Damage)	5
Service Complaints.....	6
Product Complaints	6
Product Re-Labeling/Re-Packaging/Re-Sterilization	7
Terms and Conditions Subject to Change.....	7
Warranty	7
Product Information	7
Product Use.....	7

Contact Information Customer Service

Phone:	1-844-4AVANOS (1-844-428-2667)
Fax:	1-877-754-6746
E-mail:	CustomerService@avanos.com
Hours of Operation:	Monday–Friday, 8:00 a.m.– 6:00 p.m. EST
Mailing Address:	Avanos Customer Service 5405 Windward Parkway, Suite 100 South Alpharetta, GA 30004

Summary of Business Policies

Minimum Order Quantities

Prepaid Freight	\$10,000 per Purchase Order
Build to Order Products	Order minimums apply by product category. Please contact Customer Service.

Freight and Handling

Below Minimum Order Fee	\$5.00
Handling Fee All Orders	2% of the purchased amount
Below Minimum Order	Prepaid and added to the invoice Freight Charge

Shipments

Temperature Controlled Items	Ships Next Day Air Monday–Thursday only. No order minimums. Customer pays freight.
Cutoff for Same Day	Expedited, Parcel, or Rush Ship Orders must be received by 4:00 p.m. EST for same day shipment.
Freight Collect (COL) Shipments	Changes to carrier account information must be communicated to Customer Service. Updates to the account will be reflected within 48 hours. Avanos reserves the right to bill for LTL or greater volume freight charges.
Product Overages	Customer has the option to return overage to Avanos at no expense or to retain the product and be invoiced at the Customer’s acquisition cost.
Product Shortages/Damages	Customer must notify Avanos of any shortage or damages within 72 hours of delivery to receive credit.

State License Requirements

Customers that require a license to purchase prescription medical devices, or drugs, must provide their State License number upon submitting a credit application. Avanos will collect and verify customer licenses and monitor the licensing status of existing customers to ensure customers continue to maintain valid licenses. Customers who fail to maintain an active license are subject to orders being held, or rejected, until an active license number is submitted.

Order and Payment Terms

- All orders are subject to acceptance by Avanos.
- All orders are shipped F.O.B. origin.
- Hospital Warehouse/Distribution Centers are not eligible for Freight Collect (COL) account operations.
- Orders are subject to Net 30 payment terms or negotiated terms.
- Payments made via credit card may be subject to surcharge.
- Customer shall be solely responsible to pay all taxes resulting from purchase by Customer of product covered by Avanos invoices. Sales Taxes are added to Avanos invoices unless a valid Certificate of Exemption is on file with Avanos. Please forward Certificates of Exemption or any inquires to CustomerMasterData@avanos.com.
- Customer has thirty (30) days from the date of invoice to notify Avanos of any pricing discrepancies. All correspondence regarding pricing discrepancies shall be sent to Pricing@avanos.com.
- Purchase Orders of \$10,000 or more that are shipping within Avanos's normal order delivery cycle will ship freight prepaid.
- Purchase Orders below \$10,000 will be subject to a five-dollar (\$5.00) order handling fee and freight charges.
- Freight charges are prepaid and added to invoice based on total order weight and shipping condition requested.
- Invoices may be sent via EDI, E-mail, Fax or downloaded from the Avanos Customer Portal and are not available by mail. Changes to the method of receiving invoices can be requested by sending an e-mail to OrderSettlement@avanos.com.

Order Methods and Revisions

- Orders may be placed by the following methods:
 - Direct Electronic Data Interchange (EDI)
 - Global Healthcare Exchange (GHX)
 - Vizient Exchange
 - Online: (requires completion of the Customer Portal Access Request Form which can be found at <https://avanos.com/customer-portal/>)
 - Fax: 1-877-754-6746
 - Email: CustomerService@avanos.com
 - Phone: 1-844-4AVANOS (1-844-428-2667) Opt. 1

Order Status Capability on the Internet

Avanos offers Customers the ability to view order status, information regarding purchase orders, and the ability to pay invoices through the Customer Portal. To take advantage of this capability, visit <https://avanos.com/customer-portal/> and click on Enroll Now.

Returned Goods Policy

- Avanos will accept product returns, subject to the following terms:
 - Returns must be requested within ninety (90) days of invoice date.
 - Request a Return Goods Authorization (RGA) by emailing CustomerService@avanos.com or submitting your request via the Avanos Customer Portal.
 - A 25% restocking fee will apply for all returns. If requested through the Avanos Customer Portal, the standard restocking fee will be reduced to 10%.
 - Avanos will review the products and quantities requested for return and issue an RGA for those products eligible for return. Unauthorized returns will not receive credit.
 - Authorized products must be returned in one shipment, freight prepaid by the Customer to the Avanos Distribution Center designated by the RGA.
 - Returns must be shipped within fourteen (14) calendar days after the RGA date of issue.
 - A packing list must be included in the return shipment listing the products by Avanos catalog number and quantities being returned. The RGA number authorizing the return must be included on the packing list. Upon review and inspection of returned products, Avanos will issue a credit for authorized products meeting the criteria for return.
 - The RGA number and the amount deducted must be referenced on the remittance advice if the value of the returned goods is deducted from a payment to Avanos.
 - All credits are valid for ninety (90) days from date of issue.
 - All unauthorized deductions will be denied, and the Customer will be charged back in the form of a denial letter. Unauthorized deductions include, but are not limited to, product returned that was not authorized or that was not received in saleable condition.

Return Criteria

- Obsolete or discontinued products are not returnable.
- Product must be in saleable condition, unopened, undamaged, unmarked, in the original Avanos packaging, and contain no over-labeling.
- The following products are not returnable:
 - Opened or partial cases
 - Custom/Build-to-Order Products
 - Products with storage temperature range limits printed on the case or containing prescription drugs.
 - Equipment, including, but not limited to, RF Generators, CORTRAK, GR Med 4, and GR Pro.

Shipping Discrepancies (Overages/Shortages/Damages/Concealed Damage)

- Discrepancies must be reported within seventy-two (72) hours of product receipt and submitted via email at CustomerService@avanos.com. All claims submitted incorrectly or beyond seventy-two (72) hours from product receipt will be denied.
- Any discrepancies for product shipped against a Freight Collect (COL) carrier account, and determined to be due to a carrier error, must go through the carrier for resolution.

For prompt resolution of shipping discrepancies, please refer to the following steps:

- Damages/Concealed Damage:
 - Upon receipt verify product count and reconcile with Packing List.
 - Damaged products must be reported to Avanos for disposition and credit. Damages refused to the carrier are not eligible for credit.
 - If a shipping discrepancy is deducted from payment, Customer must reference the invoice number, deduction amount, and reason for deduction on the remittance advice.

- Avanos will issue credit upon receiving the signed delivery receipt from the carrier with the damage noted or pictures of the damaged product.
- All credits are valid for ninety (90) days from date of issue.
- All unauthorized deductions will be denied, and the Customer will be charged back in the form of a denial letter.
- Overages/Shortages:
 - Upon receipt, verify product count and reconcile with Packing List.
 - Avanos will issue credit for shortages upon receiving the Proof of Delivery from the carrier with the discrepancy noted.
 - If a shipping discrepancy is deducted from payment, Customer should reference the invoice number, deduction amount, and reason for deduction on the remittance advice.
 - Overages may be retained and invoiced or returned after the issuance of a Return Goods Authorization (RGA) for which Avanos will arrange the return freight.

Service Complaints

Any complaints related to the service provided by Avanos should be reported immediately to Customer Service for a timely investigation and resolution by emailing CustomerService@avanos.com.

Product Complaints

- Complaints related to product quality must be handled in accordance with all federal, state, and local regulations, including the Food and Drug Administration’s Medical Device Reporting Act. A complaint, as it applies to this section, is “any written, electronic or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness or performance of a device after it is released for distribution.”
- In the event of receipt of a product complaint meeting the above criteria, follow the procedures listed below:
 - Provide the following information from the Customer who alleges the complaint:
 - User facility name and address
 - Name, title, telephone number, and fax number of the person reporting the incident
 - Name, title, telephone number, and fax number of the person to contact for further information
 - Product name, Avanos catalog number, lot number, and quantity of the affected product
 - Description of incident or product problem, including how, when, and where the problem was noticed, if any injury occurred, or if any medical intervention was required
 - Provide a sample of the affected product, preferably the actual product in question.
 - If the actual product is not available, obtain a sample from the same lot number as the affected product.
 - Actual samples may be contaminated and considered biohazards. They should be packaged and labeled appropriately. A photograph may be sent if the actual sample cannot be returned.
 - If a Category A substance is known to have come in contact with the product, the product CANNOT BE SHIPPED.
 - Note: The World Health Organization (WHO) defines a ‘Category A’ substance as an infectious substance which is transported in a form that, when exposure to it occurs, is capable of causing permanent disability, life-threatening or fatal disease to humans or animals. Infectious substances, including new or emerging pathogens, which do not appear in the linked document but may meet ‘Category A’ criteria must be assigned to category A. In addition, if there is doubt as to whether or not a substance meets the criteria it must be included in Category A.

- Report the information collected above to Avanos Partners in Quality (1-844-428-2667 Opt 4) or e-mail to PIQ@avanos.com within forty-eight (48) hours after the incident becomes known. Further information may be required and will be determined at time of report.
 - For additional information please contact Avanos Partners in Quality (PIQ) at 1-844- 4AVANOS (1-844-428-2667 Opt 4).

Product Re-Labeling/Re-Packaging/Re-Sterilization

Due to the legal, regulatory, and technical considerations involved in the manufacture, sale, and distribution of medical devices, Avanos products should not be relabeled, repackaged, and/ or re-sterilized. Avanos will not accept liability for Avanos branded products that have been relabeled, repackaged, and/or re-sterilized.

Terms and Conditions Subject to Change

Products, prices, terms, and conditions of sale are subject to change without notice. In the event of inconsistency between the terms and conditions contained herein and a Customer purchase order, the Avanos Terms and Conditions of Sale shall apply.

Warranty

- Avanos warrants that products sold to a Customer shall be in accordance with Avanos's standard specifications upon the date of delivery to the Customer.
- Avanos shall not be liable for any special, incidental, or consequential damages of any nature or kind whatsoever, and in no event shall Avanos's liability for breach of contract, tort, or otherwise, exceed the amount of the purchase price of the products with respect to which damages are claimed.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Product Information

- Information concerning sterilization, flammability, or other technical information may be obtained by contacting: Partners in Quality at 1-844-4AVANOS (1-844-428-2667 Opt 4).
- Information concerning New Product Questionnaires, Country of Origin or importation- related questions may be obtained by emailing: CSInfoRequest@avanos.com.

Product Use

If Customer is a medical facility, then Customer represents and warrants that the products being purchased by Customer will be for Customer's own use and the use of Customer's patients while patients.