

AVANOS*

**DISTRIBUTOR
TERMS AND
CONDITIONS**

Effective July 15th, 2025

www.avanos.com

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Contact Information Customer Service

Phone:	1-844-4AVANOS (1-844-428-2667)
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 Standard Ground Freight:	\$10,000 per Purchase Order
Build to Order Products:	Order minimums apply by product category.

Freight and Handling

Below Minimum Order Fee:	\$25.00
Below Minimum Order:	Prepaid and added to the invoice Freight Charge

Shipments

Cutoff for Same Day:	Expedited, Parcel, or Rush Ship Orders must be received by 4:00 p.m. EST for same day shipment.
Product Overages:	Distributor has the option to return overage to Avanos at no expense or to retain the product and be invoiced at the Distributor’s acquisition cost. In the event the Distributor retains the product, a lot number must be noted of the product received.
Shortages/Damages:	Distributor must notify Avanos of any shortage or damage within 7 calendar days of delivery to receive credit.
Shipment Consolidation:	Distributor can choose to use automatic shipment consolidation via Avanos transportation**. The distributor will coordinate a single order day for standard stocking orders, and backorders will be held to ship with new orders on a weekly basis. This does not apply to dropship or expedited order requests. **Subject to approval

Authorized Avanos Distributors

- A Distributor must receive authorization to purchase products directly from Avanos.
- Avanos reserves the right to accept or reject a Distributor request for authorization and/or amend Distributor requirements for authorization without prior notice.
- Authorized distributors are required to purchase a minimum of one hundred thousand dollars (\$100,000) annually of Avanos Products to maintain authorized status.
- Authorized distributors unable to meet the annual purchase minimum may purchase Avanos Products through an Avanos Re-Distributor, at the terms and conditions set forth by the Re-Distributor.

State License Requirements

- Distributors 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 distributor licenses and monitor the licensing status of existing distributors to ensure distributors continue to maintain valid licenses. Distributors who fail to maintain an active license are subject to orders being held, or rejected, until an active license number is submitted.

Authorized Branch Locations

- Only those branch locations of an Authorized Distributor, that are authorized in writing, may purchase directly from Avanos.
- Additional branch locations may be requested. Upon approval, Distributor will be provided notice of the approval, and the branch will be issued an account number.
- Avanos reserves the right to accept or reject the request for any additional branch location(s) of an Authorized Distributor.
- Changes to existing branch locations may be made by providing written notification to Avanos, including complete shipping address, telephone number and contact name. Requests should be submitted to CustomerMasterData@Avanos.com.

Distributor Primary Areas of Responsibility

- Designation of a primary area of responsibility for each Authorized Distributor, or authorized branch location, normally follows that location's traditional geographic area of trade and obligates that Distributor to maintain effective distribution of products in that area.
- Assigning a primary area of responsibility does not grant the Distributor exclusive rights, allowing other Distributors to sell there. Distributors can also sell and ship to different regions.

Order and Payment Terms

- All orders are subject to acceptance by Avanos.
- All orders are shipped F.O.B. origin.
- Orders are subject to 1% 15 Net 30 payment terms unless otherwise stated within an individual contract or agreement.
- Payments made via credit card may be subject to surcharge.
- Distributor shall be solely responsible to pay all taxes resulting from purchase by Distributor 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 inquiries to CustomerMasterData@avanos.com.
- Distributor 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 standard ground freight prepaid.
- Purchase Orders below \$10,000 will be subject to a \$25.00 order handling fee and freight charges.
- Freight charges are prepaid and added to invoice based on total order weight and shipping mode requested.
- Invoices may be sent via EDI, E-mail, 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
 - Phone: 1-844-4AVANOS (1-844-428-2667) Opt. 1
 - Email: CustomerService@avanos.com
 - Online: (requires completion of the Customer Portal Access Request Form which can be found at <https://avanos.com/customer-portal/>)

Order Delivery Cycle / Shipment

- Orders for products will normally depart within 1-7 calendar days from order entry, dependent on inventory availability and enrollment in shipment consolidation.
- When appropriate, product will be shipped on wooden or plastic pallets and stretch wrapped securely for shipment.
- Hyaluronic Acid products will ship overnight on business days with the exclusion of Fridays.
- Shipments containing Lithium-Ion batteries are subject to dangerous goods regulations and are required to ship via ground transit.
- For shipments meeting the Prepaid Standard Ground Freight minimum, Avanos retains the right to specify which carrier will be utilized.
- A truckload is defined as any shipment beyond seven (7) pallets and requires a delivery appointment with five (5) or fewer business days between notification and appointment date.
- All requests for shipping to an address other than an Authorized Distributor branch location are considered drop-ship orders. Purchases below order minimum will be subject to freight and order handling charges.
- Distributor Accounts and Self-Distributing Hospital Networks are not eligible for Freight Collect (COL) account operations.

Order Status Capability on the Internet

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

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.

- 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 Distributor 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 Distributor 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 and in the original Avanos packaging.
- The following products are not returnable:
 - Opened or partial cases
 - Custom/Build-to-Order Products
 - Products that are expiration dated and have less than 24 months dating remaining unless ordered and received within 90 days of the return request.
 - Products with storage temperature range limits printed on the case.
 - Any product containing prescription drugs.
 - Equipment, including, but not limited to, RF Generators, CorTrak, GR Med 4, and GR Pro.
 - Products purchased as a result of specific purchasing programs (i.e. Pandemic Orders, etc.) are not returnable.

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

- Discrepancies must be reported within seven (7) calendar days of product receipt and should be submitted via email at CustomerService@avanos.com. All claims submitted incorrectly or beyond seven (7) calendar days from product receipt will be denied.

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, when possible, should be refused to the carrier.
 - Deductions should not be taken from an invoice without prior authorization.
 - In the event that an authorized deduction is made from payment, Distributor 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 and pictures of the damaged product provided to CustomerService@avanos.com.
 - All credits are valid for ninety (90) days from date of issue.
 - All unauthorized deductions will be denied, and the Distributor will be charged back in the form of a denial letter.
- Overages / Shortages:
 - Upon receipt, verify product count and reconcile with Bill of Lading or Packing List.

- Avanos will issue credit for shortages upon receiving the Proof of Delivery from the carrier with the discrepancy noted.
- Deductions should not be taken from an invoice without prior authorization.
- In the event that an authorized deduction is made from payment, Distributor must 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 re-labeled, re-packaged, and/or re-sterilized. Avanos will not accept liability for Avanos branded products that have been re-labeled, re-packaged, 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 Distributor purchase order, the Avanos Terms and Conditions shall apply.

Pricing

- Price deviations from Distributor List Price may be granted to an Authorized Distributor for supplying designated Avanos products to a specified end-user. Avanos reserves the right to cancel Chargeback pricing agreements and revert to the prevailing list price(s) for the Products and/or to refuse orders, with or without cause, upon thirty (30) days' written notice.
- List Price as well as Chargeback Price Agreements are communicated via the Avanos Customer Portal. To take advantage of this capability, visit <https://avanos.com/customer-portal/> and click on Customer Portal and then customer sign up.
- For help with the Customer Portal, please contact CustomerPortal@avanos.com.
- Distributors must ensure they have an active employee registered to receive price notifications.
- Annual List Price changes will be provided to Distributors with a minimum of sixty (60) calendar days' notice.
- Communication and Instructions for downloading list prices are sent via the Avanos Customer Portal.
- Chargeback Price Agreements will be provided to the Distributor upon final Avanos authorization. No deviation from list price shall be binding on Avanos until the issuance of a Price Agreement authorization.
- Communication of new and/or changes of price agreements are communicated via Avanos Customer Portal.
- For changes to the end user pricing, Avanos will provide a minimum of thirty (30) days' notice.
- Avanos will provide Distributor with new or renewal pricing with a minimum of thirty (30) calendar days prior to start or expiration of existing agreement.
- For any changes to the list price of products or services, Avanos will provide a minimum of 60 days' notice.
- In the event that a specific contract or agreement between Avanos and a distributor stipulates different notice periods for price changes, the terms outlined within the individual contract, or agreement, will take precedence over this standard policy. All contractual terms will govern the notice period, overriding the standard 60-day and 30-day notice requirements.
- Avanos will provide Distributor with changes to membership eligibility with a minimum of ten (10) business days via e-mail, unless end user customer needs immediate access for direct purchasing.
- Membership eligibility updates are sent immediately upon receipt to Distributor Partners through the Customer Portal. To change or re-direct receipt of notifications, submit request to CustomerPortal@avanos.com.
- Up-to-date Membership eligibility can also be verified using the Avanos Customer Portal.
- Distributor has thirty (30) days from the date of invoice to notify Avanos of any pricing discrepancies. All correspondences shall be sent to Pricing@avanos.com.

Filing of Sales Tracings and Chargeback Claims

- Sales tracing/Chargeback claims may be submitted daily, weekly, or monthly by one of the following methods:
 - Electronic Data Interchange (EDI)
 - Customer Portal (for questions about setting up EDI or access to the Customer Portal, please contact Sales.Tracing@avanos.com)
- Monthly sales/Chargeback information must be submitted at the ship-to level and is to be received no later than the 10th of the following month.
- The Distributor will provide continuous monthly sales tracings information at no charge to Avanos.
- Sales information/Chargeback claims must be submitted to Avanos no later than ninety (90) days after the Distributor date of sale to the end-user or such claims will not be honored. Avanos and the Distributor will work with reasonable efforts to jointly settle all claims within 120 days of original contract sale date. If Avanos authorizes a backdate to a price agreement, Avanos will honor the chargeback accordingly.
- All Credits are valid for ninety (90) days from date of issue.
- An invoice, credit memo, or debit memo number must be referenced and accompany the remittance advice to the Avanos Lock Box referenced on the Avanos Corporation invoice.
- Distributors shall not submit, and Avanos will not honor, any Chargeback claims for products not purchased directly from Avanos (i.e., Grey Market Purchases).
- All unauthorized deductions and/or claims will be denied, and the Distributor issued a denial letter. Failure to repay may result in withholding payment for incentive/promotion programs or any other steps deemed appropriate by Avanos. Avanos reserves the right to perform an audit of the Distributor's documentation such as invoices, bills of lading, accounts receivable ledger, bank statements, and other pertinent documentation for claims of Avanos product sales.

Warranty

- Avanos warrants that products sold to a Distributor shall be in accordance with Avanos' standard specifications upon the date of delivery to the Distributor.
- Avanos shall not be liable for any special, incidental, or consequential damages of any nature or kind whatsoever, and in no event shall Avanos' 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 Samples

- Samples of Avanos products can be requested through your local sales representative.