

# OS&D Term and Conditions of Purchase

## I. **Overstock Returns**

O&M Halyard will accept product returns, subject to the following terms:

- Request a Return Goods Authorization (RGA) by completing the Overstock Form at [www.halyardhealth.com/overstock-return-document](http://www.halyardhealth.com/overstock-return-document) or through the Customer Portal. To access the Customer Portal complete the Customer Portal Access Request Form which can be found at [www.halyardhealth.com/customer-portal](http://www.halyardhealth.com/customer-portal).
- A 25% restocking fee will apply to all returns not due to O&M Halyard error.
- O&M Halyard 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 O&M Halyard Distribution Center designated by the RGA.
- Returns must be shipped within fourteen (14) days after the RGA date of issue.
- A packing list must be included in the return shipment listing the products by O&M Halyard 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, O&M Halyard 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 O&M Halyard.
- 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 salable condition.
- Failure to repay unauthorized deductions may result in withholding payment for an incentive/promotional program or any other steps deemed appropriate by O&M Halyard.

### **Return Criteria:**

- Obsolete or discontinued products are not eligible for return.
- Product must be in salable condition, unopened, undamaged, unmarked and in the original O&M Halyard packaging.
- Products purchased as a result of specific purchasing programs including but not limited to, Bulk Buys, Pandemic Orders, and Products purchased while on allocation, are not returnable.
- The following products are not eligible for return:
  - Opened or partial cases
  - Custom/Build-to-Order Products
  - Private Label Products
  - Gloves older than eighteen (18) months from date of manufacture
  - Equipment, including but not limited to Temperature Therapy

### II. **Shipping Discrepancies (Overages/Shortages/Damages/Concealed Damage)**

Discrepancies must be reported within seventy-two (72) hours of product receipt and should be initiated through the Automated Shipping Discrepancy Form at [www.halyardhealth.com/shipping-discrepancy](http://www.halyardhealth.com/shipping-discrepancy). If access to the Internet is not available, contact Customer Service at 1-844-HALYARD (1-844-425-9273) or via e-mail at [osdconcerns@hyh.com](mailto:osdconcerns@hyh.com). All claims submitted incorrectly or beyond seventy-two (72) hours from product receipt will be denied.

**For prompt resolution of shipping discrepancies related to Truckload (TL) and Less than Truckload (LTL) shipments, please refer to the following steps:**

#### **Damages/Concealed Damage**

- Upon receipt verify product count and reconcile with Bill of Lading.
- Damaged products, when possible, should be refused to the carrier.
- Damages to the shipment should be noted on the Bill of Lading and signed by Distributor employee and Carrier driver. The Bill of Lading must indicate the product was refused to the carrier and must clearly state the number of units damaged by O&M Halyard catalog number.
- If a shipping discrepancy is deducted from payment, Distributor must reference the invoice number, deduction amount, and reason for deduction on the remittance advice.
- O&M Halyard will issue credit upon receiving the signed delivery receipt from the carrier with the damage noted.
- 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. Failure to repay unauthorized deductions may result in withholding payment for an incentive/promotion program or any other steps deemed appropriate by O&M Halyard.

#### **Overages/Shortages**

- Upon receipt, verify product count and reconcile with Bill of Lading.
- Whenever possible, discrepancies in shipment (overages/shortages) should be noted on the Bill of Lading by O&M Halyard catalog number and quantity affected and signed by Distributor employee and the Carrier driver.
- O&M Halyard will issue credit for shortages upon receiving the signed delivery receipt from the carrier with the discrepancy noted.
- If a shipping discrepancy is deducted from payment, Distributor 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 Halyard will arrange the return freight.

Samples of O&M Halyard products can be requested through your local sales representative.