

# Medline Canada Corporation Terms and Conditions

These Terms and Conditions apply to all orders placed with Medline Canada, Corporation (Medline, Medical Mart, Dufort et Lavigne and Médi-Sélect), referred to collectively as “Medline” below.

## ORDERS & SHIPPING:

- Orders are binding upon acceptance and confirmation by Medline. Acceptance is subject to final approval by Medline’s credit department. By placing an order, the customer accepts all terms and conditions of sale.
- Minimum order for prepaid freight is \$300.00 pre-tax for hospitals and \$150.00 pre-tax for all other customer groups.
- Orders shipped F.O.B. destination, prepaid via Medline private truck, or common carrier, will be shipped in accordance with scheduled dates of delivery.
- Extra costs may apply to orders that require a combination of shipping methods (air, ground, sea, etc.).
- If Customer delivery requirements are outside the regular shipping delivery schedule, the customer assumes responsibility for freight costs.
- Additional charges may apply for non-standard shipping requirements such as sending hazardous goods, fuel surcharges for certain geographic areas, additional shipping charges to remote locations and other charges. For more details, contact Medline Customer Care.

## ORDER CANCELLATION:

- Orders cancelled after shipment has occurred will be subject to the Return Goods Policy, refer to **RETURN GOODS POLICY**
- Custom and special orders cannot be cancelled if in process by, or in transit from, the manufacturer.

## PRICES:

- Prices are subject to change without notice.
- Prices published at the time of order will be honored, excluding errors and omissions.
- Only an officer of Medline may alter this agreement and pricing.

## PAYMENT TERMS:

- Payment terms are NET 30 DAYS On Approved Credit (O.A.C.) or per the terms on your specific contract
- A monthly service charge of 1.5% may be assessed on all past-due invoices. In addition, the customer is responsible for expenses such as attorney fees, court costs, and other costs incurred by Medline resulting from the buyer’s default.

## SHORTAGES, ERRORS & DAMAGES:

- Customer is responsible for inspecting all shipments carefully, verifying the total number of cartons received, identifying any damaged goods, and documenting this on the bill of lading at the time of delivery.
- All claims for lost or damaged goods, shortages, concealed shortages, errors, and manufacturing defects must be made to Medline Customer Care within 5 business days of receiving goods.
- Merchandise will be replaced, or a credit issued, at the sole discretion of Medline.
- Merchandise damaged due to improper use, or customer abuse, will not be accepted for return.
- See the Return Goods Policy below for additional details.

## RETURN GOODS POLICY:

- It is imperative that a Return Authorization number be obtained from a Medline Customer Service Representative before returning any product. Without this number, returns will not be accepted. We take this policy seriously to ensure a smooth return process for all of our customers.
- All POD requests and invoice disputes, apart from claims for lost or damaged goods, shortages, concealed shortages, errors, and manufacturing defects must be communicated to Medline within 30 business days of the invoice date.
- All requests to return goods must be made with the following information: Account number, Invoice and purchase order number, Catalogue number, Quantity and unit of measure, Lot number and expiration date, Specific reason for return and Packing slip.
- All merchandise must be returned clean and unaltered, in original packaging. Merchandise returned not meeting these conditions will not be credited.
- Items being returned must be re-packaged into a larger container to protect the original packaging of the product. If the product was shipped in case quantities, it must be returned in the original case packaging.
- A label must be attached to the outside of the re-packaged item(s) showing the authorization number and Medline address.
- Products returned with alterations or damage to the original packaging, or that have been defaced (including writing on the package) may not be accepted for return.
- Merchandise with less than a 4-month shelf life will not be accepted for return.
- If the product is not returned within 15 days of RA issuance, the RA authorization will have expired and a new RA must be issued/authorized by a Medline Customer Service Representative.
- Item identified as non-returnable by Medline, Injectable medication or pharmaceutical products may not be returned.
- Custom orders and special orders are not eligible for return for credit and cannot be cancelled if in process by, or in transit from the manufacturer.
- Medline reserves the right to deny any refund or cancellations
- Orders cancelled after shipment has occurred will be subject to the return goods policy, and the customer will be responsible for return freight charges.
- Customer is responsible for freight charges when returning merchandise for reasons other than a Medline error.
- For returns due to an error not caused by Medline, a restocking fee will be applied. This will be determined when the Return Authorization Number is issued as per below:

For stock items, the following shall apply:

First Contact from Date of Receipt:	Restocking Fee Percentage of Order + Freight
0-15 business days	0% + Freight
16-30 business days	15% + Freight
31 – 35 business days	25% + Freight

For non-stock items, the following shall apply:

- Items are not returnable unless the manufacturer accepts the return of the items
- The product must be returned and be in a saleable condition
- There will be a 25% restocking fee
- Freight is the responsibility of the customer to arrange and pay for.