



**Abbott Nutrition**  
**Retail Terms and Conditions**  
**Effective date: February 1, 2018**

**I. ORDER SUBMISSION METHODS**

- A. **EDI:** Traditional electronic data interchange system e-commerce solution. **NOTE:** Customers needing technical support for this solution can contact us at [edi\\_sdi\\_tech@abbott.com](mailto:edi_sdi_tech@abbott.com) for assistance.
- B. [www.e-abbott.com](http://www.e-abbott.com): A Web-based solution that enables non-EDI capable companies to use a standard Web browser for business-to-business exchanges of electronic documents over the Internet. **NOTE:** Customers needing technical support for this solution can contact us at 800-551-5840 for assistance.
- C. **Phone Order:** Customer Service Operations Call Center 800-551-5840.

**II. PAYMENT**

- A. **TERMS:** 2% 10 calendar days, Net 30 calendar days ROG (receipt of goods) at the destination specified by Customer in its order. **Cash discount applied to net amount of invoice.**
- B. **EFT TERMS:** 2% 15 calendar days, Net 35 calendar days ROG at the destination specified by Customer in its order. **Cash discount applied to net amount of invoice.**
- C. **CREDIT CARD PAYMENTS:** Net 30 calendar days ROG. Payments made by credit card are not eligible for 2% discount.
- D. **FOB Point:** Shipping. Terms for backhaul partners are governed by the Customer's backhaul agreement.
- E. **PAYMENT FOR ABBOTT NUTRITION PRODUCTS INVOICES CAN BE SENT VIA EFT OR MAILED TO:**  
Abbott Nutrition  
75 Remittance Dr., Suite 1310  
Chicago, IL 60675-1310
- F. **PAST DUE BALANCES**  
In the event of a delinquency, Abbott Nutrition may declare all unpaid balances due. Any excise or applicable tax will be added to the invoice. The Customer may be held responsible for legal fees or other costs incurred in the collection of past-due balances.
- G. **CUSTOMER REQUEST FOR CREDIT**  
Abbott Nutrition reserves the right to review credit requests for accuracy and validity. Abbott Nutrition has the right to refuse any credit request.

*See Abbott Nutrition Retail Product Returns and Claims Policy available at [www.e-abbott.com](http://www.e-abbott.com).*

### **III. PRICING**

#### **A. PRICE QUOTATIONS**

Abbott Nutrition reserves the right to verify all prices at time of order placement. Each individual order must meet minimum order quantities. In the event of a dispute regarding pricing, Abbott Nutrition's price will prevail.

#### **B. TAXES**

Any excise or other tax applicable to orders will be added to the invoice, unless a valid tax exempt form is submitted to Abbott Nutrition and on file at the time of invoice.

#### **C. DISCOUNT DISCLOSURE**

Any discounts, rebates, or other price reductions (collectively referred to herein as "discounts") issued by Abbott Nutrition to Customer are intended to reflect discounts or other reductions in price within the meaning of 42 U.S.C. Section 1320a-7b (b) (3) (A). Customer may have an obligation to report such discounts to any state or federal program that provides reimbursement to Customer for the items to which the discount applies, and, if so, Customer must fully and accurately report such discounts. Further, Customer shall retain invoices and other price documentation and make them available to federal or state officials upon request.

#### **D. COUPONS**

See AN Coupon Redemption Policy available at [www.e-abbott.com](http://www.e-abbott.com).

### **IV. SHIPMENT INFORMATION**

#### **A. FREIGHT**

Abbott Nutrition will be responsible for freight charges to the destination specified in the Customer's account record. Abbott Nutrition reserves the right to select the mode and the carrier and the shipping point. Abbott Nutrition also reserves the right to charge a "Premium Freight and Handling Fee" on Customer-requested emergency orders.

#### **B. SHIPMENT TIMING**

Other factors, such as delivery appointments, may impact the timing listed below:

##### **1. ORDERS LESS THAN 10,000 lbs.**

Orders will generally be delivered in 2-6 business days from receipt of order.

##### **2. ORDERS GREATER THAN 10,000 lbs.**

Orders will generally be delivered in 6-10 business days from receipt of order.

##### **3. ORDERS OVER TRUCKLOAD WEIGHT**

Any weight over the maximum Truckload weight of 42,500 will be split from the original order and will be priced and shipped accordingly.

#### **C. BACKORDER POLICY**

All backorders will be shipped unless the Customer has notified Abbott Nutrition Customer Service that they do not accept back orders. Total purchase order quantity will determine bracket price applied to both initial order and the backorder.

## **V. TITLE**

### **A. TITLE**

Title of the AN Products ("Products") and risk of loss will transfer to Customer FOB shipping. Terms for backhaul partners are governed by the backhaul agreement. Abbott Nutrition will not be responsible for any costs or expenses incurred by Customer that result from a delay or non-delivery of orders beyond Abbott Nutrition's reasonable control. Questions about shipments should be directed to Customer Service Operations, 800-551-5840.

## **VI. LIMITATIONS AND LIABILITIES**

### **A. FDA GUARANTEE**

Abbott Nutrition guarantees that no article delivered hereunder is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or within the meaning of any applicable state or municipal law in which the definitions of adulteration and misbranding are substantially the same as those contained in the Federal Food, Drug and Cosmetic Act, as said Act and such laws are constituted and effective at the time of such shipment from the FOB Point, or is an article which may not, under the provisions of Sections 404 or 505 of said Act, be introduced into interstate commerce.

### **B. PRODUCT LIABILITY INSURANCE**

Abbott Nutrition carries Product liability insurance on all Products.

### **C. LIMITATION OF LIABILITY**

Customer's sole remedy with respect to an Abbott Nutrition breach of the terms and conditions set forth herein will be, at Abbott Nutrition' option, the repair or replacement of the affected Products or the refund of the purchase price paid by Customer for the affected Products. IN NO EVENT WILL ABBOTT NUTRITION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE, INCLUDING BY WAY OF EXAMPLE ONLY AND NOT LIMITATION, PUNITIVE DAMAGES, OR FOR LOST REVENUE, LOST PROFITS OR LOST BUSINESS RELATING TO THE PRODUCTS OR THE USE OF PRODUCTS OR ABBOTT NUTRITION' FAILURE TO DELIVER THE PRODUCTS.

### **D. EXPIRED PRODUCT**

Customers will NOT SHIP, SELL OR DONATE products that are beyond the product's expiration date. Customers will rotate Products to maximize efficient inventory management of Product dating.

### **E. CUSTOMER TERMS & CONDITIONS**

The provisions of a Customer purchase order or any acknowledgment thereof (whether electronic transmission, printed, stamped, typed or written), except those specifying the quantity and Products ordered, and shipping destination, will not be applicable to the Customer's purchases. No modification of Abbott Nutrition' terms of sale, including any additional fines fees, taxes and assessments, will be binding on Abbott Nutrition, unless specifically accepted in writing and signed on behalf of Abbott Nutrition by an authorized representative of Abbott Nutrition.

### **F. FORCE MAJEURE**

Abbott Nutrition will not be liable for any failure to perform any contract or supply any materials due to strikes, fires, terrorist attacks, explosions, floods, war, riots, lockouts, injunctions, interruptions of transportation, unavoidable accidents, inability to obtain supplies at reasonable prices, failure of public utilities or other causes beyond its reasonable control.

**G. GEOGRAPHIC LIMITATIONS**

Products in this catalog are sold for consumption in the fifty (50) United States and the District of Columbia (U.S.) and may not be resold or shipped outside of the U.S. In the event that Customer becomes aware of any Products that are resold or shipped outside of the U.S., the Customer will notify Abbott of that situation and will cooperate with Abbott in any investigations of Product being sold or shipped outside of the U.S. Involvement and/or awareness of products being resold or shipped outside the U.S. could result in suspended shipments or account closure.

**H. RECALL**

Any recalls will be governed by Abbott Nutrition's recall policies and procedures.

**I. VIOLATIONS OF THE TERMS & CONDITIONS**

Abbott reserves the right to refuse to sell to any third party, and to suspend shipments or close the account(s) of any Customer that violates these terms and conditions.