

# MEDELA U.S. AUTHORIZED RESELLER AND DISTRIBUTOR PURCHASE TERMS AND CONDITIONS

**EFFECTIVE JUNE 1, 2017**

Medela LLC (“Medela”), a leading manufacturer of premium-quality breastpumps and accessories, is committed to promoting the success of the breastmilk pumping and feeding experience for mothers. A critical component to that success is providing the highest quality information and service. We recognize that our high-quality accounts invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and company vendor presentation. To protect the investment of our high-quality accounts and Medela’s brand reputation, we have established these U.S. Authorized Reseller and Distributor Purchase Terms and Conditions (these “Terms”). Medela has established these Terms recognizing the fact that certain third parties’ business practices could be detrimental to our consumers – moms and babies -, to our accounts as well as to Medela’s brand image, reputation and our collective ability to service consumers. By purchasing Medela products for purposes of resale as an Authorized Distributor or Authorized Reseller (as defined below), you agree to adhere to these Terms.

“Authorized Reseller” means any third party that (i) (a) has executed a retailer or rental station agreement with Medela or (b) has purchased Medela products from Medela or a Medela Authorized Distributor for purposes of resale and is subject to these Terms; and (ii) has been selected by Medela as an Authorized Reseller and has not had its Authorized Reseller status revoked by Medela, in each case in Medela’s sole discretion.

“Authorized Distributor” means any third party that (i) has executed a distributor agreement with Medela and (ii) has been selected by Medela as an Authorized Distributor and has not had its Authorized Distributor status revoked by Medela, in each case in Medela’s sole discretion.

**To be eligible for consideration as, and to remain as, a Medela Authorized Reseller or Distributor (as applicable), your business must adhere to these Terms at all times.**

## **1. Disclose all of Your Affiliated Locations**

You must maintain and report to Medela on an ongoing basis accurate and up-to-date business information (including all legal entity and tradenames) and disclose all affiliated retail, distribution and/or E-commerce locations that carry Medela products throughout the term of your relationship with Medela. This includes reporting information for any of your affiliated companies, d/b/a’s, trade names or websites, webshops, social media accounts or mobile applications on which you advertise or sell Medela products and the nature (i.e., retail, rental or distribution) of each such location. It is your responsibility to promptly inform Medela in writing of any new, additional, changed or modified information or locations. You may initially report information regarding your market names, affiliated legal entities, websites and url’s, and social media information to Medela at the following link: [www.medelabreastfeedingus.com/accountinfo](http://www.medelabreastfeedingus.com/accountinfo). Subsequent changes to any of this information, or any change to a Bill To Address or Ship To Address should follow the regular reporting to Customer Service at [accountsupport@medela.com](mailto:accountsupport@medela.com). Any failure to report and update this information will be grounds for immediate revocation of your Authorized Seller or Authorized Distributor status. No retail, distribution, E-commerce or other locations that have not been reported to Medela will be considered Authorized Resellers or Authorized Distributors.

## **2. Report Sell-Through**

If you are a Medela Authorized Distributor, you must provide to Medela in arrears on a monthly basis sell-through information for Medela products by SKU and location. Medela reserves the right to perform an audit of your financial statements pertaining to Medela sales or your business operations to ensure compliance with these Terms.

### **3. Medela's Intellectual Property and Marketing Content**

You must comply with Medela's policies regarding its brand and trademarks, other intellectual property and marketing materials (collectively, "Marketing Content"), including no unauthorized use of Medela trade dress, trademarks, copyrighted materials or any other marketing or brand or product images and content of Medela. You may only use Marketing Content that is expressly made available to you for use by Medela. Setting up businesses, registering domain names, email addresses or social media usernames and/or sites or applications that contain any unauthorized Marketing Content is strictly prohibited. You may consult Medela's authorized Image Gallery located at [www.medelaimages.com](http://www.medelaimages.com) to confirm your compliance with these Terms. Marketing Content may not be altered without Medela's prior written consent. Further, wherever possible, Medela must be identified as the owner of the Marketing Content using proper designations. Your use must be in compliance with Medela quality standards. You may not engage in co-branding of any Medela product with or without use of Marketing Content without prior written consent from Medela. You may not use any Marketing Content either directly or indirectly through third parties in a manner that is deceptive to consumers.

### **4. Medela's Minimum Advertised Price Policy**

Medela has a U.S. Minimum Advertised Price Policy that applies to all Authorized Resellers and Authorized Distributors. You can read the full policy here: <http://www.medelabreastfeedingus.com/medela-us-policies>. This paragraph is intended to inform you of this policy. It does not constitute consideration for any part of this agreement between you and Medela, and does not separately constitute an agreement between you and Medela regarding the prices you will charge your customers for Medela products.

### **5. Authorized Reseller Sales Only to Consumers**

Authorized Resellers may only sell Medela products to end-user consumers. Authorized Resellers may not sell or transfer the products, in bulk or otherwise, to B2B accounts, wholesalers, freight forwarders/dropshippers for other retailers, or any other person or entity that an Authorized Reseller knows or has reason to believe intends to resell the products.

### **6. Authorized Distributor Sales Only to Authorized Resellers**

Authorized Distributors may only sell to Authorized Resellers. If you have any doubt as to whether your proposed business account is authorized by Medela, please submit such inquiry to: [US-policies@medela.com](mailto:US-policies@medela.com). From time to time, Medela may provide a list of resellers whose Authorized status has been revoked. Sales to such entities are strictly prohibited.

### **7. Only Sell Medela Products in Original Packaging; No Sale of Obsolete Products**

You may not alter original Medela packaging in any way prior to selling Medela products and must maintain and ensure delivery of all Medela products and packaging in good condition. Removing Medela products from packaging and selling them in a different packaging or under different name is strictly prohibited. You may never distribute, market, promote or sell outdated, obsolete or expired Medela products.

### **8. No Bundling or re-SKUing Medela Products Without Obtaining Permission**

You must not re-SKU or bundle Medela products without receiving prior written permission from Medela.

## **9. Unauthorized Exports or Marketing in Other Countries**

You shall cooperate with Medela in preventing unauthorized exportation of Medela products. You shall not advertise for sale or ship Medela products outside of the U.S. or sell Medela products to any third party that advertises for sale or ships Medela products outside of the U.S., in each case without the prior written consent of Medela.

## **10. Bulk Sales by Authorized Resellers**

Medela breast pumps may not be sold in bulk by Authorized Resellers. "Bulk" is defined as more than three (3) pump units in a single transaction. Authorized Resellers shall use reasonable efforts to identify suspicious purchase patterns (e.g., frequent purchases by an individual) and report the same to Medela.

## **11. Customer Confusion**

You may not advertise, market, promote, display, demonstrate, bundle or sell non-Medela in a manner that would create the impression that the non-Medela products are made by, endorsed by, work with or are associated with Medela or Medela products. You must ensure that Medela products never are misbranded or represented as another brand.

## **12. Sell Only on Your Own Retail E-Commerce Sites**

You must only take orders via publicly accessible e-commerce platforms owned or operated by you and previously disclosed to Medela. Your website must disclose the full name and contact information for your business and must not give the impression that it is operated by Medela.

**Selling on or through 3rd party marketplace sites (Amazon.com, Walmart.com, eBay, Alibaba, etc.), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, Groupon.com, etc), classified sites (Craigslist.com, Facebook Marketplace, etc.) or direct messages on social media or online forums is strictly prohibited unless expressly approved in writing by Medela. Medela will report unauthorized sellers to any such 3rd party marketplace sites.**

## **13. No Public Advertising of Prices for Insurance Covered Breastpumps**

You may not publicly advertise prices for Covered Breastpumps or related upgrades. You may not on an individual transaction basis disclose prices for Covered Breastpumps or related upgrades before a consumer provides qualifying insurance information. "Covered Breastpumps" mean Medela's electric or double electric personal use breastpumps or other products or services provided to consumers, the costs of which are, in full or in part, covered by commercial health insurance or government sponsored programs. You may not advertise, offer for sale or sell to the general public Covered Breastpumps or any other Medela products not intended for retail sale or marked for commercial health insurance or government sponsored programs.

## **14. Maintain Medela's Best in Class Customer Service and Quality Standards**

You must provide a level of sales support and customer support for customers that, at a minimum, demonstrate industry best practices and Medela's expected best in class standards. You must adhere to Medela's quality standards as set forth in guidance provided by Medela from time to time, and diligently perform quality control practices and procedures as appropriate. You must be technically competent to give proper and adequate advice to end-users so that Medela products may be properly presented, labeled, marketed, stored, handled and used without hazard and will perform properly. Without limitation of the foregoing, you must direct product concerns or complaints to Medela's customer service line (1-800-435-8316), and you must either directly honor manufacturer

warranties via accepting product returns from consumers or direct warranty claims by consumers to Medela's customer service line.

#### **15. Obey the Law, Abide by Policy Rules**

You must comply with all applicable laws, rules, regulations and policies related to advertising, sales and marketing of Medela products and your own business. Without limitation of the foregoing, you must only promote and sell Medela products for approved applications and uses consistent with applicable law and Medela's requirements.

#### **16. Cooperate in Recall**

To ensure the safety and well-being of the end-users of Medela products, you shall cooperate with Medela with respect to any product recall or other consumer safety information dissemination effort.

#### **17. General Terms**

These Terms are effective as of June 1, 2017 and supersede any previous reseller or distributor policy and shall supplement and amend any prior contract you have with Medela. These Terms are subject to change by Medela at any time. The continued purchase of Medela products for sale to end users (if an Authorized Reseller) or for sale to Authorized Resellers (if an Authorized Distributor), following the notice of these Terms or any such changes constitutes your acceptance of these and any amended Terms.

**Failure to comply with all of these Terms will be deemed to be a breach of contract and will result in suspension or termination of your account (in whole or part), forfeiture of rebates or other financial incentives that would otherwise be due to you from Medela, and/or revocation of your Authorized status, in addition to other available remedies. Violators of these Terms (whether or not direct accounts of Medela) will be deemed not "Authorized" by Medela and Medela reserves all legal rights and remedies it may have against such unauthorized parties. No failure or delay by Medela in exercising any right, power or privilege shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.**