



VAPOTHERM RETURNED GOODS POLICY

Effective March 4, 2021

- 1) This Returned Goods Policy applies to all customer returns except whether and to the extent an alternate return policy has been agreed to between a customer and Vapotherm in a binding written agreement.
- 2) Customer return requests, received within 15 days of delivery-date, are accepted at Vapotherm's discretion. Vapotherm reserves the right to refuse any return.

Credit is issued based upon the reason for the return (see [Exhibit A](#) for credit amount). Product must be returned unopened and in original packaging with return label placed in an open area of package to receive credit.

- 3) All returns must be pre-authorized by Vapotherm's Customer Service or Technical Support Department. All Product returns must be sent prepaid by customer unless alternate prior approval is granted.

Vapotherm will send a copy of the Return Materials Authorization (RMA) to the appropriate customer contact along with return instructions. Customer *must include* the RMA form with all returned product shipments.

- 4) For customer order errors and overstock return requests received within 15 days after delivery related to **disposable products**, Vapotherm's Customer Service Department will issue a RMA once customer provides the following information.
 - a. Reason for return
 - b. Item number
 - c. Quantity of item
 - d. Original invoice number
 - e. Purchase order number
 - f. Lot/Serial number, if applicable

For customer order error return requests received within 15 days after delivery related to **capital products**, Vapotherm's Customer Service Department will issue a RMA once customer provides the above information, and if the return is approved in Vapotherm's discretion.

- 5) Customer may not return product pertaining to any of the following; Vapotherm will not issue credit or refund, and the product will not be returned to customer:
 - a. All made-to-order or custom-manufactured products;
 - b. Discontinued products, divested products, and products not listed in current price lists;
 - c. Products delivered more than 15 days prior to receipt of customer's return request;
 - d. Used products or unreported damaged products;

- e. Products that are not in original packaging, standard selling unit-of- measure (i.e., full, unopened cases of product);
 - f. Products that were not purchased directly from Vapotherm or a Vapotherm-authorized distributor; or
 - g. Products for which Vapotherm has not provided an “authorization to return”.
- 6) Customer must report receipt of defective product to Vapotherm’s Technical Support Department within 24 hours of discovering such defect, providing all information below. Vapotherm will contact customer, investigate the problem, and notify customer of the outcome and any action taken.
- a. Customer name and address;
 - b. Customer contact and phone number;
 - c. Product name, SKU, and description;
 - d. Lot number, if applicable;
 - e. Nature of problem; and
 - f. Date of event.

BREAKAGE, SHORTAGE & OVERAGE PROCEDURES

- 7) ***Damage or Breakage.*** In the event damage or breakage occurred in transit with Vapotherm’s shipper, or resulting from, Vapotherm’s packing and loading is noted upon arrival at Customer’s site, Customer must do the following or credit will not be allowed:
- a. Accept the Products delivered by the carrier, note the visible damage or breakage on the carrier’s delivery documents, and have the carrier sign the document.
 - b. Promptly notify the Vapotherm Customer Service Department of the damage or breakage.
 - c. Concealed Damage or Breakage: Concealed damage or breakage which occurred during, or resulting from, Vapotherm’s packing and loading over-packs or pallets must be reported within 5 business days after delivery, Customer must notify Vapotherm Customer Service of the following concealed damage or breakage:
 - i. *Over-packs (e.g., multiple SKUs in a master case); or*
 - ii. *Damage or breakage concealed within palletized shipments.*
 - d. Non-conforming Product: Non-conforming product, defective product or out-of-box failures must be handled as a warranty issue by contacting Vapotherm Technical Support.
- 8) ***Shortages.*** To ensure appropriate credit is issued in the event a shortage occurs in transit, Customers must accept all Products delivered by carrier, note visible shortages on the carrier’s delivery documents and contact Vapotherm Customer Service.
- a. Vapotherm will make arrangements for a replacement shipment, if requested by Customer.
 - b. Vapotherm will investigate shortage claims by reviewing carrier Proof of Delivery, pallet architecture (for pallet shipments) and distribution center product cycle count.

- c. Vapotherm will issue a credit for shortages if Vapotherm concludes the shortage is validated and subject to the following conditions:
 - i. Shortages must be reported to the Vapotherm Customer Service Department within 5 business days after delivery. This applies to dropped trailers, live unload palletized and small package shipments, and includes shortages within an over-packed corrugate. Note, Customer must sign for number of pallets received.*
 - ii. Shortages within full cases must be reported to Vapotherm Customer Service immediately when encountered.*
- 9) **Overages.** To ensure appropriate processing (billing or return authorization) is completed in the event an overage occurs in transit, Customers must accept all Products delivered by carrier, note visible overage on the carrier's delivery document and report the overage to Vapotherm Customer Service.
- a. Vapotherm will make arrangements for a carrier to pick up the over-shipped Product within a reasonable timeframe.
 - b. Vapotherm will alternatively issue an invoice for over-shipped Product at Customer request.
 - c. Overages must be reported to the Vapotherm Customer Service Department within 5 business days after delivery. This applies to dropped trailers, live unload palletized and small shipments and includes overages within an over-packed corrugate.
- 10) RMAs not exercised within 30 days after issuance are automatically deemed to be cancelled and null and void. Customer must contact Vapotherm Customer Service or Technical Support for a new RMA.



Exhibit A – Return Request Credit Detail

Returns authorized and returned in accordance with the Vapotherm Return Goods Policy are eligible for credit as follows:

Reason for Return	Credit Details
Defective Product	Invoiced price or replacement product provided.
Vapotherm Shipping Error	Invoiced price.
Vapotherm Order Error	Invoiced price.
Customer Order Error; includes overstock	Invoiced price less 20% Restock fee.
Refused Shipment (not Vapotherm error)	Invoiced price less 20% Restock fee.