

TRADE UP Program – Terms & Conditions

These Terms & Conditions (the "Promotion Terms") govern participation in the TRADE UP Program (the "Program"). They supplement and, where expressly stated, supersede Avon's General Terms & Conditions of Sale (the "General T&Cs"). Capitalized terms not defined herein have the meaning given in the General T&Cs. By enrolling in or submitting returns under the Program, participants agree to be bound by these Promotion Terms.

1. Scope & Purpose

1.1 Purpose. The Program enables eligible customers to return qualifying masks and receive a promotional discount ("TRADE UP Discount").

1.2 Relationship to General T&Cs. The General T&Cs (including pricing, delivery terms, risk/title, warranty, liability, export controls, anti-bribery, governing law, and dispute resolution) apply to all Program transactions except where these Promotion Terms expressly provide otherwise.

2. Eligibility

2.1 Eligible Participants. The Program is open to existing commercial customers and authorized distributors with active accounts in good standing.

2.2 Territory. Unless otherwise stated in the Program materials, the Program is available for shipments with an end destination in the United States only.

2.3 Quantity Thresholds. Minimum qualifying return quantity: 10 masks per Return Authorization ("RA")

2.4 Account Standing. Avon may deny participation to any account with past due balances, credit holds or known policy violations.

3. Qualifying Items & Conditions

3.1 Brands Accepted. Returned masks must be Avon or competitor full face masks which are of similar capability to an Avon C50, unless Program materials specify brand limitations.

3.2 Condition of Returns. Masks may be returned in used or damaged condition; for safety and compliance reasons, masks need not be resalable.

3.3 Proof of Destruction (Alternative to Physical Return). Where permitted, participants may submit proof of destruction in lieu of physical return in accordance with Avon instructions (e.g., photo/video evidence, serial or batch numbers, lot documentation, etc.). Credit issuance is contingent on successful verification.

3.4 Exclusions. Counterfeit items, items obtained through fraudulent means, or items subject to legal holds are ineligible.

4. Enrollment & Return Authorization (RA)

- 4.1 RA Requirement. Avon will issue a unique RA for each shipment
- 4.2 Timelines. Returns must be shipped (or proof submitted) within 90 days of use of TRADEUP discount.
- 4.3 Shipping Method. Shipments will be in accordance with Avon's standard returns policy.
- 4.4 Tracking. Participants must include the RA number, the words TRADE UP, and Contamination Warrant on the outer carton and packing slip.
- 4.5 Title Transfer. Title to returned masks transfers to Avon upon receipt and inspection (or upon verification of destruction, as applicable).
- 4.6 Denials. Avon reserves the right to deny RAs or credits for non-qualifying items, expired RAs, insufficient documentation, or suspected abuse.

5. TRADE UP Discount – Mechanics

- 5.1 Discount Value. Program materials will state the discount amount (percentage or fixed value) per qualifying return.
- 5.2 Application. Discount is applied to eligible orders placed during the Program period via order code 'TRADE UP' in Avon's order entry system.
- 5.3 Non-Transferability. Discounts are non-transferable and may not be sold or assigned.
- 5.4 Stacking Rules. Unless expressly authorized, TRADE UP cannot be combined with other promotional offers, rebates, or special pricing. Standard commercial discounts may still apply as set out in Section 10 (Distributors).
- 5.5 Validation. Discounts/credits are issued only after Avon validates receipt (or destruction) and quantity of qualifying items.
- 5.6 Audit & Claw-back. Avon may audit Program use and reverse or recover improperly applied discounts.

6. Program Period

- 6.1 Effective Dates. The Program will run for six (6) months from the launch date communicated by Avon, unless extended or terminated earlier.
- 6.2 Order & Return Cut-offs. Orders must be submitted within the Program period; returns must follow the RA timeline in Section 4.2.
- 6.3 Modification/Termination. Avon may modify or terminate the Program upon notice; changes will not affect credits already validated.

7. Shipping, Risk of Loss & Costs

- 7.2 Risk of Loss. Risk of loss for returns remains with the sender until Avon acknowledges receipt (or verifies destruction per Section 3.3).
- 7.3 Lost or Damaged Returns. Avon is not responsible for items lost or damaged in transit; credits will not be issued without receipt/verification.

7.4 Delivery of New Goods. Delivery terms for new purchases under the Program are as stated in the General T&Cs (e.g., FOB/FCA), including taxes and duties.

8. Processing, Sustainability & Compliance

8.1 Handling of Returned Masks. Returned masks will be processed in accordance with Company safety protocols and applicable regulations, which may include recycling or destruction.

8.3 Regulatory Compliance. Participants must comply with all applicable laws (health, safety, environmental, export/import).

8.4 Disclosure. Participants must provide true, accurate, and complete information required for verification and compliance.

9. Fraud Prevention & Enforcement

9.1 Proof Requirements. Avon may require photos, serial/batch numbers, or other evidence before approving RA or issuing credit.

9.2 Abuse Limits. Avon may set per-account or per-location limits and may reject suspicious activity.

9.3 Consequences. Fraud, misrepresentation, or policy abuse may result in denial of credit, account suspension, recovery of discounts, and legal action.

10. Distributor Terms

10.1 Eligibility. Authorized distributors may participate subject to these Promotion Terms and their distribution agreements.

10.2 Discount Application. Distributor commercial discount applies per the distribution agreement; TRADE UP credits may be issued as post-invoice credits upon validation of qualifying returns.

10.3 Documentation. Distributors must submit RA, proof of collection from end customers (where applicable), and tracking information.

10.4 Caps & Timing. Avon will issue validated credits within thirty (30) days of receipt/verification.

10.5 Non-Stacking with Other Promotions. Unless expressly authorized in writing, TRADE UP may not be combined with other concurrent promotions or rebates.

11. Privacy

11.1 Data Use. Personal information collected for the Program (e.g., contact details, shipment data, images) will be processed in accordance with Avon's Privacy Policy.

11.2 Consent. Participants consent to the collection and use of data for Program administration, auditing, compliance, and communication.

11.3 Retention. Program-related records may be retained for legal, compliance, and audit purposes as permitted by law.

12. Liability; Limitations; Indemnity

12.1 Limitations. To the maximum extent permitted by law, Avon is not liable for indirect, special, incidental, or consequential damages arising from the Program, and total liability is capped at the aggregate value of TRADE UP credits issued to the participant in the twelve (12) months preceding the claim.

12.2 No Warranty of Specific Outcome. The Program is offered "as-is" for promotional purposes; product warranties remain as set out in the General T&Cs.

12.3 Indemnity. Participants shall indemnify Avon against losses arising from their breach of these Promotion Terms or applicable laws.

13. Export Controls; Anti-Bribery; Force Majeure

13.1 Export/Import Controls. Participants acknowledge that certain goods may be subject to export controls and agree to comply with applicable regulations; the General T&Cs export clauses apply.

13.2 Anti-Bribery. Avon maintains a zero-tolerance policy toward bribery and corruption; participants must not offer or solicit improper inducements.

13.3 Force Majeure. Avon is not liable for delays or failures due to events beyond its reasonable control, consistent with the General T&Cs.

14. Governing Law; Dispute Resolution

14.1 Governing Law. For goods originating in the United States, these Promotion Terms are governed by the laws of the State of Michigan (excluding conflict-of-law rules). For goods originating in the United Kingdom, the laws of England and Wales apply.

14.2 Venue/Arbitration. Disputes shall be resolved in accordance with the dispute resolution provisions of the General T&Cs (including arbitration venue, where applicable).

14.3 Language. In case of conflict between translations, the English version controls.

15. Miscellaneous

15.1 Order Minimums. The General T&Cs minimum order value applies to purchases under the Program unless otherwise stated in Program pricing.

15.2 Entire Agreement. These Promotion Terms and the General T&Cs constitute the entire agreement regarding the Program.

15.3 Amendments. Changes must be in writing and issued by Avon.

15.4 Severability. If any provision is invalid, the remainder remains enforceable.