



## POL-0002 - Terms and Conditions

INKA™ Surgical Instruments' Terms and Conditions apply to all customers ordering directly from INKA™ Surgical.

Placement of orders on INKA™ Surgical is deemed as your acceptance of INKA™'s terms and conditions and INKA™ may vary these terms and conditions at any time without notice.

### 1. Ordering

- 1.1 INKA™ business hours are 8.00am to 5.00pm (AWST)
- 1.2 Customer service contacts: 1800 756 757  
Orders: [support@inkasurgical.com.au](mailto:support@inkasurgical.com.au)  
Backorders: [quotes@inkasurgical.com.au](mailto:quotes@inkasurgical.com.au)
- 1.3 All orders with a net value of less than AU\$100.00 (excl. GST) incur a handling surcharge of AU\$25.00 plus GST
- 1.4 Freight applies to all orders
- 1.5 INKA™ may decline to accept an order or cancel an order at its discretion

### 2. Prices

- 2.1 All prices quoted are ex our warehouse in Jandakot, WA and exclude transport/freight charges
- 2.2 Freight & associated costs are charged separately from cost of goods
- 2.3 All listed and quoted prices exclude GST and are subject to change without notification

### 3. Delivery

- 3.1 Stock line orders received by 12.00pm (AWST) are usually dispatched on the day of receipt via INKA™'s standard courier
- 3.2 All orders are supplied "as available" unless specified otherwise on your order
- 3.3 Backorders are shipped free of freight charges  
INKA™ is not liable for any failure to supply any goods at the expected time of delivery, for any reason
- 3.4 Orders are accepted subject to customers' account being current
- 3.5 Risk of damage and or loss of goods passes to the customer upon delivery of goods
- 3.6 Ownership of all delivered goods does not pass to the customer until INKA™ receive payment in full  
All risk associated with delivered goods passes to the customer at the time of delivery

### 4. Payment

- 4.1 Account Invoices are strictly due for payment within 30 days of invoice date (all trading accounts)
- 4.2 Prepayment required where no trading account is established
- 4.3 Discounted sales not settled within 30 days from date of invoice forfeit discount
- 4.4 Goods remain our property until paid in full
- 4.5 Commercial Lease Settlements: If payment is affected through commercial lease INKA™ must be notified prior to ordering. Payment terms must be adhered to. Documentation costs may apply

### 5. Invoices and Accounts

- 5.1 Customers must notify INKA™ Surgical of any invoicing queries or disputes within 14 days from date of invoice
- 5.2 Accounts Receivable can be contact on 08 94179545 (AWST) or [finance@inkasurgical.com.au](mailto:finance@inkasurgical.com.au)

## 6. Return of Goods

Return of goods covers any event where INKA™ supplies product incorrectly or a product is claimed to be faulty.

Return of goods does not encompass change of mind or incorrect purchase.

- 6.1 A request for return must be made to INKA™ Customer Service department within 14 days of date of supply  
If a return application is not made within 14 days from date of supply, the customer is deemed to have accepted the shipment and no further claims can be made
- 6.2 NO RETURNS can be accepted without mandatory documentation as provided by INKA with a Return Authority. Any return shipped to INKA without Return Authority and or without the mandatory documentation will be returned to the sender at senders' cost
- 6.3 If a product is believed to be faulty it should be isolated and INKA™ Surgical contacted. The instrument in question should then be sent to INKA™ for assessment and evaluation
- 6.4 Where a Return Authority is granted, the RA Number and mandatory documentation must be returned with the goods within 10 days from date of RA number issue  
Goods must be packed appropriately for dispatch. Instruments which have been in use must be accompanied by a Universal Sterilisation Certificate. New (unused) instruments must be appropriately indemnified on the documentation provided to you by INKA™ for the return
- 6.5 Any goods accepted for return will incur a 15% restocking fee except where resultant as an INKA™ error
- 6.6 Goods cannot be accepted for return where:
  - 6.6.1 the return is not a result of an INKA™ error
  - 6.6.2 the return is not accompanied by an INKA™ RA number and or mandatory documentation
  - 6.6.3 The goods returned are not in "as new" condition, reprocessed, custom marked or the packaging damaged or otherwise in unsaleable condition
  - 6.6.4 The request is not received within 14 days from date of supply
  - 6.6.5 Goods are returned more than 10 days from date of RA number issue

## 7. Accounts

- 7.1 INKA™'s terms of trade are strictly 30 days net from date of invoice
- 7.2 Discounted invoices must be settled by the due date, else all discounts become void and full price payable
- 7.3 INKA™, at its discretion, may suspend credit to a customer or require payment in full of any invoices, irrespective of due date
- 7.4 INKA™ reserves the right to charge interest on overdue invoices/balances  
Interest is charged at prevailing bank rate plus 2% margin, calculated from date due to date of payment, interest accrues daily
- 7.5 INKA™ renders invoices/statements to the customer as notified by the customer. Issued invoices/statements will be deemed received by the customer
- 7.6 Any payments by credit card which are then cancelled incur a transaction fee of 2% of the total transaction

## 8. Liability

- 8.1 Our liability under this guarantee shall be limited to repair or replacement of defective products
- 8.2 We will not be liable for damages direct or indirect, arising from any faulty or defective instrument
- 8.3 The maximum liability of INKA™ Surgical for any claim shall be limited to the price of the good(s) delivered



### Warranty

- All INKA™ Surgical Instruments are guaranteed for 3 years against any faults in material or workmanship
- Laparoscopic Instruments, Diathermy Instruments, Bipolar Forceps and Cables are limited to a 12 months warranty
- Any Instrument which proves to be faulty will be replaced at our discretion, free of charge, provided it was used for the intended purpose
- Normal wear and tear are excluded
- This guarantee is void if damage is due to misuse, neglect, poor maintenance, repair or modification outside of INKA™ Surgical

### Manufacturing Standards & Regulator Affairs

- All INKA™ Instruments are manufactured in Germany (and the U.K.) to International Standards: DIN EN ISO 9001 and ISO 13485 in accordance with EC guidelines 93/42 EEC (MDD 93/42/EEC)
- We are registered manufacturers of surgical instruments with the local Regulatory body

### Revision history

Date:	Revision level:	Description of revision:	Approver	Training YES / NO
20.04.18	01	Revision with regard to the initial certification according to EN ISO 13485:2016	DK	Yes
01.12.18	02	Revision of Policy	DK	Yes