



POL-0002_Terms_and_Conditions

T and C apply to all customers - Placement of order is deemed as acceptance of T&Cs'. Terms may be varied at any time without notice

1.1 Ordering

- INKA™ business hours are 7.00am to 5.00pm (AWST) - Customer service contacts: 1800 756 757
- Orders: sales@inkasurgical.com.au
- Orders where value is less than AU\$100.00 (excl. GST) incur a handling surcharge of AU\$25.00 plus GST. Freight applies to all orders
- INKA™ may decline to accept an order or cancel an order at its discretion

1.2 Prices

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

1.3 Delivery

- Stock line orders received by 12.00pm (AWST) are usually dispatched on day of receipt via our standard courier
- All orders are supplied "as available" unless specified otherwise on your order. 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
- Orders are accepted subject to customers' account being current
- Risk of damage and or loss of goods passes to the customer upon delivery of goods. 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

1.4 Payment

- Invoices on account are strictly due for payment within 30 days of invoice date—invoices in arrears are subject to costs
- Accounts are established for customers with minimum value and frequency turn-over, else Prepayment applies
- INKA™, at its discretion, may suspend credit to a customer or require payment in full of any invoices, irrespective of due date
- INKA™ reserves the right to charge interest on overdue invoices/balances
- A Rate of 0.0247% per day overdue and a \$15.00 Account fee applies
- Invoices/Statements are deemed received by customer
- Payments by card (debit/credit) incur a 2% transaction fee
- Overseas Payments incur a AU\$30.00 Bank fee charge
- Goods remain our property until paid in full
- 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

1.5 Invoices and Accounts

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

1.6 Return of Goods

- Return of goods covers any event where INKA™ supplies product incorrectly or a product is believed to be faulty
- Return of goods does not cover change of mind or incorrect purchase
- A request for return must be made to the Sales Manager (quotes@inkasurgical.com.au) within 14 days of supply, else goods are deemed to have been accepted
- A product believed to be faulty should be isolated and INKA™ Surgical contacted
- When a Return Authority is granted: RA Number to be marked on outside package, RA instructions followed. Goods dispatched within 10 days from date of RA issue. Goods packed appropriate for dispatch. Used/processed Instruments to be accompanied by Universal Sterilisation Certificate. New (unused) instruments must be indemnified (follow documentation provided to you with the RA)
- NO RETURNS can be accepted for any other reason. Such shipments are returned to sender at senders' cost

1.7 Liability

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

1.8 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
- Exclusions: Normal wear and tear or if damaged due to misuse, neglect, poor maintenance, repair or modification by third party

1.9 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 medical devices with the local Regulatory body