

## Terms & Conditions of Sale 2016

### CUSTOMER SERVICE INFORMATION

Teleflex Medical Australia Pty Ltd  
Suite 4.01, Level 4, Tower B,  
201 Coward Street  
Mascot NSW 2020

PO Box 1114  
Mascot NSW 1460

Office Phone +61 (0)2 8396 4100

**Customer Service** 1300 360 226, [austCS@teleflex.com](mailto:austCS@teleflex.com)

**Accounts Payable** [austAP@teleflex.com](mailto:austAP@teleflex.com)

Teleflex Medical Australia Pty Ltd

ABN: 74 096 142 675

Suite 4.01, Level 4, Tower B  
201 Coward Street  
Mascot NSW 2020 Australia

PO Box 1114 Mascot, NSW 1460  
Australia

Phone: +61 (0)2 8396 4100

National Customer Service:  
1300 360 226

[austCS@teleflex.com](mailto:austCS@teleflex.com)

### PURCHASE ORDERS

Customer Purchase Orders must specify the following when ordering:

- Teleflex customer number
- Purchase Order number
- Billing and delivery address
- Delivery mode
- Payment terms
- Teleflex Product Catalogue number, description, pricing and quantity
- Any special instructions

### MINIMUM ORDER VALUE & DELIVERY TERMS

Unless otherwise stated, from 1<sup>st</sup> April 2016, an Invoice and Packaging Fee of \$50.00 plus GST will apply to any order under AU\$500. Customers requesting despatch outside our usual modes of delivery will be charged with any additional costs incurred.

### RISKS AND TITLE

No general property or equitable interest in Products supplied by Teleflex to the Customer shall pass to the Customer until such time (hereinafter called "the specified time") as the price of the Products and all other moneys (if any) due from the Customer to Teleflex in respect of the Products or under any contract between Teleflex and the Customer shall have been paid to Teleflex in full.

Until the specified time, the Customer shall be only a bailee of the Products for Teleflex and the Customer shall:

- (a) Hold the Products until the specified time as to enable them to always be readily identified as the property of Teleflex; and
- (b) Upon written demand, re-deliver the Products to Teleflex or allow Teleflex's employees or agents to enter upon any premises where the Products are stored to recover the same.

## **PAYMENT TERMS & CHARGES**

Terms are strictly net 30 days, payable no later than 30 days from invoice date.

The Customer agrees to pay all collection charges on demand, including, but not limited to, all debt collectors' expenses, court costs and solicitors' fees

## **PAYMENT OPTIONS**

### **CREDIT CARD**

We accept Visa & Master card. Payment by credit card may attract a surcharge.

### **ELECTRONIC FUNDS TRANSFER (DIRECT DEPOSIT)**

BANK: HSBC Bank Australia Limited

NAME: Teleflex Medical Australia Pty Ltd

BRANCH: Melbourne VIC 3000

BSB: 343 001 ACCOUNT NO: 377258001

## **CREDIT CLAIMS & PRODUCTS RETURNED**

Customer shall inspect all Products promptly upon receipt at point of delivery and may reject only those Products which fail in any significant respect to meet its specifications prevailing on the date of delivery in accordance with the Return Products Policy established by Teleflex from time to time.

- **DAMAGED PRODUCTS**

Claims for damaged Products MUST be made within 14 DAYS FROM RECEIPT OF PRODUCTS

Claims for damaged Products after this period will NOT be recognised.

All claims must state invoice or packing slip number and date.

- **DEFECTIVE PRODUCTS**

Claims for defective Products MUST be made within 14 DAYS FROM RECEIPT OF PRODUCTS

Claims for defective Products after this period will NOT be recognised.

All claims must state invoice or packing slip number and date.

- **SHORT DELIVERIES**

Claims for short deliveries MUST be made within 14 DAYS FROM RECEIPT OF PRODUCTS

Claims for short deliveries after this period will NOT be recognised.

All claims must state invoice or packing slip number and date.

- **INVOICE PRICING ERRORS**

To ensure speedy reconciliation of your account, all queries concerning these errors should be forwarded to our office **WITHIN 14 DAYS** after receipt of your invoice. All claims must state invoice number and date.

- **RETURNED PRODUCTS POLICY**

Products will not be accepted for return or credit unless authorisation is given by a Manager or Customer Service Representative of Teleflex Medical Australia Pty Ltd, who will provide a Return Goods Authorisation (RGA) number. When returning Products for credit or exchange, the following is to be provided:

- Invoice number and date
- Original Purchase Order number and date
- Product Catalogue Number and Description
- Quantity of Products to be returned
- Lot or Serial Number of Products being returned
- RGA number

Please note that if the Products are accepted for credit they will be subject to a 20% restocking fee. Products must be:

- In their original packaging;
- Packaging not damaged or defaced in any way;
- Not price or warehouse tagged.

Any claims received after **14 DAYS FROM INVOICE DATE** will not be recognised.

The warehouse will not accept Products unless accompanied by an invoice displaying a valid RGA number or the Teleflex Return Products Authority form with a valid RGA number. Products authorised for return are to be sent by road freight with a carrier approved by Teleflex Medical Australia Pty Ltd. The approved carrier will be advised at the time the RGA number is allocated. **WE WILL NOT PAY FREIGHT** on Products returned by any non-approved carrier. Faulty Products to be returned must be inspected by one of our representatives or internal sales staff, who will arrange replacement or credit.

Unacceptable returns include the following and will not be accepted back for credit:

- Custom, Special Order or MTO products
- Products engraved, etched or labelled by Customer or anyone other than Teleflex
- Products not in the original individual packing and original master packing with the original seal tape
- Products in less than sales unit quantity
- Products used or not in saleable condition
- Obsolete or discontinued product

## **TERMS EXCLUSIVE**

These terms state Teleflex's entire contract. Teleflex shall not be bound by any different, additional or conflicting terms and conditions contained in Customer's Purchase Order unless expressly agreed to in writing by Teleflex. Teleflex's Acknowledgment will not hereafter be subject to any change, modification or conflicting language without Teleflex's prior written consent.

These terms and conditions are complete, exclusive and final and may not be added to, modified, superseded or altered except by written agreement or modification signed by Teleflex's authorized representative, notwithstanding any other additional or modifying terms or conditions, which may now or in the future appear on Customer's Purchase Order or other forms (all of which are objected to by Teleflex without future notification).

Customer's acceptance of any performance by Teleflex shall be taken as Customer's acceptance of these terms and conditions.

### **CASUALTY AND AVAILABILITY OF SUPPLIES:**

Delivery of all or any part of the Products is contingent upon Teleflex's ability to obtain the Products, other Products, supplies, raw materials and services through its regular and usual sources of supply. If by reason of any contingency beyond Teleflex's control, including (but not limited to) war, governmental requests, restrictions or regulations, fire, flood, casualty, accident, or other acts of God, strikes or other difficulties with employees, delay or inability to obtain Products (including the Products), labour, equipment, material and service through Teleflex's usual sources, failure or refusal of any carrier to transport materials, delay in transport thereof, or any other similar occurrence, Teleflex is not able to meet anticipated deliveries, Teleflex shall not be liable therefor and may, in its discretion without prior notice to Customer, postpone the delivery date(s) under this document for a time which is reasonable under all the circumstances. Teleflex shall make commercially reasonable effort to notify Customer of the delay in meeting anticipated deliveries.

### **WARRANTY**

Teleflex warrants that the Products which are manufactured by Teleflex will be free from defects in materials and workmanship for the shelf life of the Products indicated by the lot number and the expiry date on the Products. Any Products determined by Teleflex to be defective at time of delivery will be replaced, at Teleflex's option at Teleflex's point of shipment. Teleflex does not warrant against failures or damages caused by erosion, corrosion, misuse or improper use or application of the Products, use of the Products not in compliance with instructions or use of Products by untrained or unqualified persons. Except as set forth above, Teleflex makes NO OTHER WARRANTIES concerning the Products whatsoever.

TELEFLEX MEDICAL DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE concerning the Products.

Customer acknowledges and agrees that Teleflex's obligation described here is the sole remedy IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. In no event will Teleflex's liability exceed the payment Teleflex received from Customer for the Products in question. Teleflex's obligations described in this Paragraph shall be CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST TELEFLEX MEDICAL FOR ANY LIABILITY WITH RESPECT TO THE PRODUCTS WHETHER ANY CLAIM FOR RECOVERY IS BASED UPON OR ARISES OUT OF THEORIES OF CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE. Customer agrees that NO OTHER REMEDY SHALL BE AVAILABLE to Customer and that IN NO EVENT SHALL TELEFLEX MEDICAL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, (including without limitation loss of income, loss of time, loss of sales, cost or replacement items, claims asserted by Customer's customers, injury to personal property, or injury to any person, whether or not occasioned by Teleflex's negligence) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise, even if Teleflex has been advised of the possibility of such damages.

No accommodation by Teleflex to Customer, whether by attempt, effort or promise to repair or replace, and whether for sales policy or otherwise shall establish any additional liability of Teleflex or any contract term inconsistent with the terms herein. A suit based on any cause of action must be commenced within one year from the date of delivery of the Product in question.

**PRODUCT LABELS AND MSDS INFORMATION:**

Customer acknowledges that it has received and is familiar with Teleflex's and any manufacturer's labelling, Material Safety Data Sheet ("MSDS"), if applicable, and literature concerning the Products and Customer shall be responsible for forwarding such information to its employees, agents, end-users and customers. Customer shall not alter, modify, or repackage Products without obtaining Teleflex's prior written approval. Customer shall not remove or tamper with the original labels on any Products.

**JURISDICTION**

This agreement shall be governed by the laws of the State of New South Wales, Australia.

Last Updated 2<sup>nd</sup> January 2016