

SheffMed NZ Ltd

Terms & Conditions

“Company” shall mean SheffMed NZ Ltd

“Purchaser” Shall mean the person or company purchasing the items

- Quotes & Product information
 - Our quotes are non-binding and free of any obligation until purchase order is received for the quoted items.
 - An order will only be accepted if there is a Purchase order number or persons name that is authorized to make the order, and that all codes, descriptions, prices and delivery information is complete and correct. If these are incorrect the Company will inform the Purchaser. If the Purchaser agrees to the changes an amended Purchase Order must be received by the Company from the Purchaser.
 - Our information regarding the object of delivery or service e.g. weights dimensions practical values as well as illustrations/graphics are only indicative.
 - The Company retain the intellectual property rights to all graphics, drawings, calculations and other documents. This also applies to written documents that are designated as ‘confidential’.
 - The Purchaser requires our written consent to forward any written or given items from the Company to a third party.
 - If we have been unable to see the end users in any or all DHB’s or HA Group to facilitate the correct pattern or shape of any of SheffMed’s products for the end user, then we reserve the right to refuse return to SheffMed unless under warranty.

- Price & Payment Terms
 - Our prices are in NZD excluding GST and Freight. GST and freight are added at time of invoice unless otherwise agreed.
 - All items remain the property of the Company until payment of such items has been made in full.
 - Payment is due the 20th of following month from date of invoice. However, we retain the right to request an acceptable pre-payment anytime.
 - An overdue notice will be sent if payment is not received within the time frame stated in condition 2.3.
 - If payment is outstanding by 3 months or more SheffMed will add a further 5% per week until paid SheffMed also has the right to involve a debt collection agency at the cost of the client/purchaser to recover unpaid accounts.
 - We may require a pre-payment for the Purchaser who are unknown to us as well as for any custom-made items.
 - The company retains the right to increase prices without notice – this will be available at time of quotation. The company will inform the purchaser of price

changes at the time of a Purchase Order if the line items are incorrect as stated in Quotes and Product Information.

- Delivery Dates
 - Delivery dates are based on the agreement agreed upon in individual cases. The delivery dates are non-binding. The delivery date will only be binding if it has been expressly agreed upon in writing. A delivery date has been met if the item for delivery has been signed for by the Purchaser. Delivery timescales and dates are valid subject to us receiving correct information from our own suppliers.
 - If the delivery is delayed due to circumstances that are not caused by us, the delivery date will be extended.

- Delivery & packaging
 - All transport damage can only be claimed with the deliverer (courier).
 - If the goods are signed for by the Purchaser the claim lies with the Purchaser, not the Company and cannot be returned for credit.
 - It is up to the Purchaser to inspect the items upon delivery into their stores.
 - If the Purchaser does not provide specific shipping instructions, then we are entitled to ship the goods in the best manner at our dutiful discretion.
 - Partial deliveries are permitted unless otherwise expressed at time of purchase order.
 - Each partial delivery is subject to these terms and conditions and permits no discounts or freight free deliveries.
 - SheffMed has now included a packaging handling fee of \$5.00 per order.

- Returns, Defects & Credits
 - The Purchaser is obligated to inspect the delivered goods immediately after delivery for material defects, such as quantity, quality and condition. The purchaser is to immediately inform the Company of any defects. If the Purchaser does not inform us immediately of all defects, then the goods are considered to have been accepted by the Purchaser. Visible defects must be noted, and reports must be initiated and immediately forwarded to us.
 - We will either repair or replace or credit the defective parts as we deem fit. The complaints are based on proper storage, assembly, handling or misuse of the goods for purposes other than those intended or on ordinary wear and tear, then this does not constitute as a defect.
 - If the Purchaser modifies or changes the delivered goods or if it has been modified or repaired by a third party without our prior written consent, then no claims for defect will be accepted.

- Returns of non-defective goods are only accepted into store if we have given prior written consent and issued a return authorisation before being sent to us.
- Our consent for the return shall always be subject to the returned item being in its original packaging, undamaged, fit for resale and usable for at least 24 months after the return.
- The return must be free for the Company; this means the Purchaser shall cover costs of transport, packaging etc.
- If the Purchaser returns a damaged item that needs repair e.g. Ronguers, then we will pass this cost onto the Purchaser prior for written consent before sending for repair to our supplier.
- Custom made products, modified products and discontinued models unless due to warranty will be excluded from return.
- All garments & single use sterile items cannot be returned under any circumstances unless broken in the packet prior to use and the instructions above were followed.
- Change of mind does not constitute for a credit or a return.
- There is a 25% restocking fee for returns accepted back into store.
- If accepted back into SheffMed and items need to be returned to Rudolf there will be a Rudolf restocking fee and possible additional freight costs. This is at Rudolfs discretion if accepted.