

## Terms and Conditions

Mediplas Respiratory Products Sdn Bhd (798640-U) hereafter known as 'the Company'

Distributor and/or Customer hereafter known as 'the Purchaser'

1. All products are supplied ex-Works Kuala Lumpur, Malaysia (unless otherwise agreed in writing).
2. All risk shall pass to 'the Purchaser' when the product leaves 'the Company' premises and from that point, regardless how delivery is affected, insurance shall be 'the Purchaser's' responsibility. 'The Purchaser' shall state Insurance Open Policy number on Official Purchase Order.
3. Written quotations are firm for thirty (30) days from date of invoice (unless otherwise stated) from date of writing, except for material changes in exchange rates or increases in duty on imported products.
4. Verbal prices quoted are subject to change without notice and are recommended prices only
5. 'The Purchaser' shall confirm all Purchase Orders in writing. It is deemed that 'the Purchaser' has read and accepted 'the Company's' Terms and Conditions upon placing a Purchase Order with 'the Company'.  
'The Company' shall provide Confirmation of Order in the form of an Order Confirmation and/or Pro-forma Invoice.
6. All claims for short delivery will only be recognized if made in writing within forty-eight (48) hours from date of delivery
7. 'The Company' takes no responsibility for incorrect freight methods when freight details are not clearly advised at time of ordering and marked on the confirmation order.  
All orders shall be supplied ex-Works Kuala Lumpur, Malaysia (unless otherwise agreed in writing).
8. Payment is strictly 100% pre-payment, unless otherwise agreed by 'the Company'. Any tax or other charges imposed by law on the sale or export of goods is the responsibility of 'the Purchaser'.
9. Title to the products shall not pass to 'the Purchaser' until the full invoice price has been received by 'the Company'.
10. In the instance where Credit Term is agreed upon, the products are held solely as bailee and will remain the property of 'the Company' until full invoice price has been paid.



11. A Goods Return Authorization Number must be requested from 'the Company' prior to any item being returned for any reason. This number MUST accompany all documentation and all items returned to 'the Company' stores. 'The Company' reserves the right to refuse delivery acceptance of any items returned not bearing this authorization.
12. A 20% minimum restocking charge will payable on all goods returned. Freight will be the responsibility of 'the Purchaser' returning the goods. Goods will not be accepted for return when held for more than one (1) month from date of invoice of sale.
13. Goods brought in to supply special requests or requirements will not be accepted for return under any circumstances.
14. It is the prerogative of 'the Company' to accept Order Cancellations. Cancellations will only be considered if a written request is received within five (5) business days from the Order Confirmation date. Approval of cancellation of order is only deemed accepted upon written consent from 'the Company'.
15. Any goods under Warranty that may require a repair or replacement part must have a Repair Authorization Number from 'the Company' prior to commencing any works. Repair or replacement of parts without this number will be deemed the sole responsibility of 'the Purchaser' and cannot be claimed under Warranty.
16. Disposable or Single use products are sold in box quantities
17. Insurance is 'the Purchaser's' responsibility
18. All orders shall meet 'the Company's' Minimum Order Value (MOV). Any order under this MOV may attract a Minimum Order Fee (MOF) to the value of the difference between the order value and the MOV.
19. Where payment terms are thirty (30) day terms, it is in the option of 'the Company' to charge a minimum interest fee of 1.5% per month on all outstanding amounts after thirty (30) days.
20. Where 'the Purchaser' changes the requested delivery date or delays the collection of the order and the goods are required to be stored for an extended period at 'the Company's' premises, 'the Company' reserves the right to charge a holding fee. Furthermore, when 'the Purchaser' has agreed thirty (30) day payment terms, payment due date shall follow the original invoice date.
21. 'The Company's' total responsibility for any claim, damage, loss or liability by 'the Purchaser' arising out of or relating to any product supplied shall not exceed the purchase price of the product.
22. 'The Company' warrants all products to be free from defects in material and workmanship at the time of delivery. In the event 'the Purchaser finds the product is defective, 'the Purchaser' must notify 'the Company' within thirty (30) days from date



of invoice. After investigation, if the product is deemed defective by 'the Company', a replacement or credit note for the faulty item shall be issued. If the product is deemed not defective by 'the Company', all costs related to the return of the goods shall be borne by 'the Purchaser'.

