

Gentrex International Medical Supplies Pty Ltd

Sale Terms and Conditions

1. Parties

These Sale Terms and Conditions constitute a legally binding contract between the seller (Gentrex International Medical Supplies PTY LTD) and the Buyer (Any individual or company, to whom we provide sales or services) for the sale of goods or services. By entering into this Agreement, both parties agree to abide by the terms and conditions set forth herein. In this agreement everywhere the mention of Seller, We, us refers to Gentrex International Medical Supplies PTY LTD and Buyer, you refer to any customer that uses our sales or service.

2. Description of Goods or Services

The description and specifications of all the items in our website are directly from the manufacturer or the source from where we purchase these items. As a reseller company, we do not guarantee whether an item has the mentioned specifications or exactly as given in the description on our website. It is the Buyers responsibility to ensure before ordering that the item meets their requirement. For any specific information you can contact us directly via our email.

3. Purchase Price and Payment Terms

Purchase price of an item is according to the current market price for that item. Gentrex International Medical Supplies PTY LTD tries our best to offer the most competitive price available for an item. The prices displayed on our website are subjected to change without any prior notice. If an item has increased in price after a buyer places an order and if we cannot provide that item at the previous price, we will notify the buyer via the communication medium provided by the buyer at the time of order placement. Based on this price increase, the buyer may have to pay extra or cancel the order from their side.

All payments must be made upfront at the time of order placement. The payment made by the Buyer at the time of order placement may not be the final cost for an order. The shipping charges paid by the buyer at the time of order placement is only an approximation or flat rate. This may change once actual shipment charges are calculated when the item is packed and ready to be shipped.

As soon as the buyer places an order, they will receive an order confirmation e-mail. This means that we have received the order in our system and pre-authorized the credit card for the purchase. As soon as we receive an order, we automatically reach out to our warehouse team to confirm that the item is in stock and available for immediate shipment. If the item is on

backorder or unavailable, we will inform the buyer via the communication medium provided and proceed only after the reply from the buyer.

4. Delivery and Shipping

Delivery of Goods occurs when buyer pick up or we deliver Goods to buyer, buyer's agent or nominee or to a carrier commissioned on buyer behalf at the place specified by buyer, or as otherwise agreed. We reserve the right to make deliveries in instalments and these Terms shall be severable as to such instalments, in which case payment for each instalment is a condition precedent to subsequent instalments. The risk in the Goods shall pass to the buyer upon the delivery of the Goods in accordance with above delivery and shipping conditions. Risk of loss or damage to, and title to, the Goods shall pass to buyer at the time of delivery to the chosen location as per the Order. The delivery of any Goods is subject to availability

Standard delivery time for an order is 4-7 Business days if the item is in stock. This shipping time may vary due to some unforeseen circumstances that may occur. The Expected delivery time shown at the time of order confirmation is only an approximation and Gentrex International Medical Supplies cannot guarantee that the item will be delivered to the buyer at that specific time. We will use reasonable efforts to deliver the Goods to you by the date and to the place specified by you. If the Delivery of the Goods is delayed, we shall not be liable for late delivery or delay in delivery and the delay does not give the buyer right to cancel an Order or terminate this agreement.

In some circumstances, if the ordered item is bulk, fragile or dangerous goods, additional freight charges may occur when this item is actually ready for shipping. In that case we will raise this additional shipping amount via our Invoice to the buyer email. So kindly provide buyer email id at the time of order placement. If no email Id is available, we will contract the buyer via phone and inform them about the additional shipping charges. Only after the buyer pays this additional shipping charges, we will proceed with the shipment of this order.

5. Inspection and Acceptance

The Buyer shall promptly inspect the delivered goods or services upon delivery. Any discrepancies, defects, or non-conformities shall be documented and reported to the Seller within a 1-2 days, if there is a manufacturing defect with the item, we will contact the manufacturer and inform about the defect and proceed further the way manufacturer instruct us. In any case if there is a return shipping additional shipping involved, the buyer shall bear the cost. If the Buyer identifies any goods or services that do not meet their acceptance criteria, they shall notify the Seller in writing, providing detailed information about the non-conformities. The Seller will inspect this issue in detail and provide solutions accordingly.

After the initial 1-2 days, if the buyer didn't report any discrepancies, defects, or non-conformities the seller has the right to assume that Buyer is satisfied with the delivered goods or services. The Buyer shall adhere to the timelines stipulated in the Transaction for conducting inspections,

reporting discrepancies, and providing feedback to the Seller. Failure to adhere to these timelines may affect the Buyer's ability to seek remedies

6. Warranties

The seller does not provide any warranties to the buyer directly. If the manufacturer of an item provides any warranty, the seller will help the buyer to make contact with the manufacturer. The seller cannot guarantee the outcome of this warranty claim. It is solely up to the manufacturer of the item to take decisions on these warranty claim. If there is any additional shipping is required for these warranty claim process, the buyer shall bear it completely. The manufacturer warranties shall be effective for a specified period, commencing from the date of delivery or completion of the services, as outlined in the Transaction. The duration of the warranty period may vary based on the nature of the goods or services. The manufacturer warranties do not extend to any defects, damages, or malfunctions caused by improper use, storage, maintenance, modification, or repairs by parties other than the manufacturer. The Seller shall not be liable for any indirect, incidental, consequential, or special damages arising from warranty claims.

Except for the warranties expressly stated in this section, the Seller disclaims all other warranties, whether express or implied.

7. Intellectual Property Rights

Unless otherwise expressly agreed upon in writing, the Seller retains all rights, title, and interest in any pre-existing intellectual property, including but not limited to patents, copyrights, trademarks, trade secrets, and proprietary designs.

Subject to the Buyer's full payment for the goods or services, the Seller grants the Buyer a non-exclusive, non-transferable license to use any intellectual property created or provided by the Seller solely for the purpose of utilizing the purchased goods or services. The license granted herein is limited to the intended use of the goods or services specified in the Transaction. Any use of the intellectual property beyond this scope shall require the Seller's prior written consent. If the goods or services include intellectual property provided by third parties, then Seller shall ensure that appropriate licenses or permissions have been obtained to grant the Buyer the rights necessary for the intended use. The Buyer shall not modify, reverse engineer, decompile, or attempt to derive the source code or underlying concepts of any intellectual property provided by the Seller without the Seller's explicit written permission. The Buyer shall not remove, alter, or obscure any copyright, trademark, or other proprietary notices associated with the Seller's intellectual property. Additionally, the Buyer shall treat any proprietary information shared by the Seller as part of the Transaction with the utmost confidentiality. In the event that the Transaction is terminated for any reason, the Buyer's license to use the Seller's intellectual property shall automatically cease, and the Buyer shall immediately cease all use of such intellectual property.

Nothing in this Agreement shall be construed as granting the Buyer ownership or rights to the Seller's pre-existing intellectual property, except as expressly provided herein

8. Cancellation of an Order

You may cancel any Order provided that we have not yet Dispatched the Goods to you, or the items on the order are not Buy In/Non-Returnable Goods, and the order was placed within the last 28 days. If the cancellation of order is from the buyer side (by written request, phone request, email request etc.) due to any reasons such as change of mind, delivery time delay, price difference, extra payment request due to additional delivery charge or price increase of product etc, the buyer shall bear the two-way bank transaction charge and the shipping charge for the shipment. Only after deducting these amount the refund will be initiated. If the order is canceled by the seller without the request from buyer, then full payment will be refunded.

9. Limitation of Liability

Excluded rights: All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms, that are not contained in it, are excluded to the fullest extent permitted by law.

Limitations: Save where otherwise expressly provided in these Terms, or implied by legislation not excluded by these Terms, we give you no other warranty as to any quality or condition of any Goods delivered to you and we will not be liable for:

In the case of Goods

- a) alterations to Goods for which we are not responsible;
- b) defects or depreciation caused by wear and tear, accidents, corrosion, dampness, abnormal conditions or effects;
- c) damage or failure caused by unusual or non-recommended use, misuse or application of the Goods; or
- d) loss caused by any factors beyond our control.
- e) Indirect loss: We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us (including breach, termination or non-observance of the terms of an Order or agreement which incorporates these Terms).

Total liability: Our total liability for breach of these Terms or breach of our contractual obligations or duties at law or in equity (however arising) is limited at our option to:

- a) the replacement of the Goods or the supply of equivalent goods;
- b) the repair or rectification of the Goods;
- c) the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
- d) the payment of the cost of the repair or rectification of the Goods.

No reliance: You agree that:

- a) you have and will make your own assessment of the fitness for purpose and suitability of any Goods supplied to you;
- b) you do not and will not rely on our skill or judgment nor that of any person by whom any prior arrangements regarding the acquisition of any Goods were or will be made; and
- c) you have not made nor will you make known to us or a manufacturer of goods (directly or indirectly) the particular purpose for which you acquire Goods.

Third party work:

- a) If we obtain goods from a third party to carry out your instructions or complete an Order:
- b) we will not be liable for any breach of these Terms if that breach is as a result of or is connected with the supply by a third party of such goods;
- c) we acquire such goods as agent for you not as principal and will have no liability to you regarding the supply of these goods;
- d) any claim by you regarding the supply of such goods must be made directly against that third party; and
- e) you must pay for such goods from the third party. You do not require us to account to you for any commissions or benefits we may receive from such a third party supplier in connection with the supply of such goods to you and authorise us to contract on your behalf as we think fit.

We give no warranty in respect of any goods that are supplied to you by a third party even where forming part of an Order. Any warranties or other rights will be governed by the terms of supply by that provider to you and relevant laws.