



TERMS AND CONDITIONS

Registration Number: 2016/079731/07

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1. Definitions

“Authorised Person” means any person identified or reasonably represented by the Customer as having authority to place Orders, approve Quotations, provide delivery instructions, request changes or otherwise transact with Medsupply on behalf of the Customer.

“Business Day” means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.

“Company” means The Medical Supply Pty Ltd, Registration Number 2016/079731/07, also referred to as “Medsupply”, “we”, “us” or “our”.

“Conditions” means these Terms and Conditions of Sale, as amended for future transactions from time to time.

“Contract” means the agreement concluded between Medsupply and the Customer for the supply of Products or Services, including these Conditions, the accepted Quotation, the Order and any other written terms expressly agreed between the parties.

“Customer” means any natural person, company, close corporation, partnership, trust, government institution, municipality, non-profit organisation or other entity purchasing Products or Services from Medsupply.

“Digital Workflow” means any electronic form, portal, ordering process, communication channel or other digital process used by Medsupply to receive, manage or process enquiries, information, Quotations, Orders, instructions, documents, delivery details or updates.

“Force Majeure Event” means an event beyond the reasonable control of a party, including natural disasters, fire, flood, epidemic, civil unrest, war, labour disruption, governmental restriction, utility failure, supplier shortage, transport interruption, customs delay, import restriction, cyber incident or a similar event.

“Order” means a written purchase order, signed Quotation, approved pro forma invoice, email instruction, electronic acceptance or other written instruction accepted by Medsupply.

“Products” means medical consumables, medical and surgical equipment, diagnostic products, dental products, physiotherapy and orthopaedic products, temperature-controlled products and other related products supplied by Medsupply from time to time.

“Quotation” means a written estimate, quotation, proposal, tender response or pro forma invoice issued by Medsupply.

“Services” means any installation, commissioning, maintenance, repair, servicing, training, technical assistance or other service specifically included in an accepted Quotation.

“Special-Order Product” means a Product sourced, configured, customised, reserved or procured specifically for a Customer and not ordinarily held as general stock.

“Temperature-Controlled Product” means a Product that must be stored, handled, transported, monitored or delivered within a specified temperature range or under other controlled environmental conditions.

2. Application and interpretation

- 2.1** These Conditions apply to all Products and Services supplied by Medsupply unless expressly excluded or varied in a written agreement signed by both parties.
- 2.2** A specific written agreement, Quotation or product-specific condition may contain additional terms applicable to a particular transaction.
- 2.3** Where there is a conflict between these Conditions and a specific written agreement signed by both parties, the signed agreement prevails to the extent of the conflict.
- 2.4** Where there is a conflict between these Conditions and an accepted Quotation, the Quotation prevails only in relation to the specific commercial or operational matter expressly addressed in it.
- 2.5** Terms appearing in a Customer's purchase order or procurement document do not bind Medsupply unless expressly accepted in writing.
- 2.6** References to written communication include email and other electronic communication capable of being stored and reproduced.

3. Quotations and Orders

- 3.1** Quotations are valid for fourteen (14) days unless a different validity period is stated.
- 3.2** An indicative estimate may be issued before product availability, quantities, delivery arrangements or other costs are finally confirmed. An estimate does not reserve stock and is not a payment request.
- 3.3** A final Quotation and payment request are issued only for Products and quantities confirmed as available, unless the Quotation expressly states otherwise.
- 3.4** A Contract is concluded when Medsupply accepts the Customer's Order in writing, or when the Customer accepts the final Quotation and complies with the stated payment or other conditions.
- 3.5** Medsupply may correct an obvious clerical, typographical or calculation error before accepting an Order.
- 3.6** The Customer is responsible for checking product descriptions, specifications, quantities, delivery details and all other information before accepting a Quotation.

- 3.7** Medsupply is not responsible for delay, additional cost or incorrect supply caused by inaccurate, incomplete or late information provided by the Customer.

4. Product availability and confirmed quantities

- 4.1** All Products are supplied subject to availability.
- 4.2** Medsupply does not guarantee availability until the applicable Product and quantity have been confirmed in writing.
- 4.3** Where the full quantity requested is unavailable, Medsupply may advise the quantity currently available and quote that quantity separately. Any outstanding quantity may be quoted when it becomes available.
- 4.4** The Customer is not required to pay for a quantity that has not been confirmed as available.
- 4.5** Medsupply may not substitute a Product with a different manufacturer, model, specification, formulation, packaging, registration, intended use or material characteristic without the Customer's written approval.
- 4.6** Where confirmed Products become unavailable after payment but before dispatch, the Customer may accept the available portion and receive a refund for the unavailable balance, wait for the next available quantity, or cancel the affected portion and receive a refund.

5. Pricing and charges

- 5.1** All prices are quoted in South African Rand unless otherwise stated.
- 5.2** The Quotation will state whether VAT is included or excluded.
- 5.3** Prices may change before acceptance because of supplier or manufacturer pricing, exchange-rate movements, freight, transport, duties, levies, insurance or other factors affecting supply.
- 5.4** The quoted price remains valid only for the period specified in the Quotation.

- 5.5** Once the Customer has accepted a valid Quotation and made payment, Medsupply will not change the agreed price unless the Quotation expressly allows an adjustment, the Customer changes the Order, the Customer supplied incorrect or incomplete information, or the parties agree otherwise in writing.
- 5.6** Medsupply does not apply a mark-up to OBP's official vaccine exit price. Delivery, temperature-controlled logistics, handling, administration, insurance and VAT, where applicable, are quoted separately.
- 5.7** Medsupply does not prescribe a fixed minimum Order quantity unless stated in the Quotation or required by pack size, supplier requirements or product availability.
- 5.8** For smaller Orders, delivery, temperature-controlled logistics, handling and other charges may result in a higher effective cost per unit. The Customer may decide whether to proceed or defer the Order.

6. Payment

- 6.1** Unless written credit terms have been approved, payment must be received and cleared before Products are released or dispatched or Services are performed.
- 6.2** Payment before dispatch is payment in advance and is not Cash on Delivery.
- 6.3** Where availability must first be confirmed, Medsupply will request payment only after the applicable Product and quantity have been confirmed as available.
- 6.4** Payment may trigger final reservation or release of stock, collection from the supplier, dispatch and delivery arrangements.
- 6.5** Medsupply may suspend Orders, deliveries or Services where an amount is overdue.
- 6.6** Interest and reasonable recovery costs may be charged on overdue amounts to the extent permitted by law.

7. Delivery

- 7.1** Once availability has been confirmed and payment has cleared, Medsupply will coordinate collection, dispatch and delivery in accordance with the accepted Quotation.

- 7.2** Unless otherwise stated, the anticipated delivery period for stock available is seven to ten (7–10) Business Days after payment has cleared and the Product has been released for collection.
- 7.3** Delivery periods are estimates and may be affected by delivery location, collection arrangements, logistics capacity, route availability, temperature-control requirements, access restrictions, supplier release procedures or circumstances beyond Medsupply's reasonable control.
- 7.4** If an unforeseen delay occurs after collection or delivery has been arranged, Medsupply will keep the Customer informed and provide revised information when available.
- 7.5** The Customer must provide a complete delivery address, the name and contact number of the recipient, access instructions and any delivery restrictions.
- 7.6** Delivery is completed when the Products are delivered to the nominated address and accepted by a person present there, collected by the Customer, or handed to a carrier appointed directly by the Customer.
- 7.7** Where delivery fails because of the Customer's act or omission, reasonable additional transport, storage, handling or redelivery costs may be charged.

8. Temperature-Controlled Products

- 8.1** Temperature-Controlled Products will be handled and transported in accordance with applicable product instructions, supplier requirements and agreed delivery arrangements.
- 8.2** Medsupply may appoint specialist logistics providers for collection, storage, temperature monitoring and delivery.
- 8.3** Applicable temperature-controlled logistics, monitoring, packaging, handling and insurance charges will be stated in the Quotation where relevant.
- 8.4** The Customer must provide a delivery location capable of receiving and appropriately storing the Products and ensure that an authorised person is available to receive them.

- 8.5** Temperature-Controlled Products requiring continuous monitoring will be monitored throughout transit using appropriate temperature-logging devices. Monitoring records may be retained by Medsupply or its appointed logistics provider.
- 8.6** If a suspected temperature excursion, packaging failure or other cold-chain incident occurs before delivery, the affected Products may be quarantined and will not be released for use until the incident has been assessed.
- 8.7** Where a confirmed cold-chain failure occurs before risk has passed to the Customer, Medsupply will coordinate the appropriate remedy, which may include replacement, credit or refund for the affected Products, subject to the Contract and applicable insurance arrangements.
- 8.8** Medsupply is not responsible for deterioration or damage after delivery caused by unsuitable storage, delayed transfer into appropriate storage, refrigeration or power failure at the delivery site, incorrect handling or failure to follow storage instructions.

9. Risk and ownership

- 9.1** Risk passes to the Customer upon delivery at the nominated address or collection by the Customer, subject to the Temperature-Controlled Products provisions.
- 9.2** Where the Customer directly appoints its own carrier, risk passes when the Products are handed to that carrier unless otherwise agreed.
- 9.3** Ownership remains with Medsupply until full payment has been received.

10. Inspection, shortages and discrepancies

- 10.1** The Customer must inspect Products as soon as reasonably possible after delivery.
- 10.2** Visible damage, shortages, incorrect Products, compromised packaging or other apparent discrepancies must be reported in writing within seven (7) calendar days.
- 10.3** Latent defects must be reported promptly after discovery.
- 10.4** Medsupply may inspect or arrange an assessment before determining the appropriate remedy.

- 10.5** Nothing in this clause limits a right or remedy that cannot lawfully be excluded.

11. Returns

- 11.1** Products may not be returned without Medsupply's prior written approval.
- 11.2** A return request must include the invoice number, reason for return, Product details, quantity and supporting photographs or documents where applicable.
- 11.3** Subject to applicable law, Medsupply may refuse a return where the Product was correctly supplied, has been used, opened, altered, damaged or tampered with, is not in its original packaging, is no longer saleable, or its integrity, traceability or storage history cannot be verified.
- 11.4** Sterile Products, consumables, PPE and hygiene Products, Temperature-Controlled Products, Products with limited shelf life, customised Products and Special-Order Products are generally non-returnable unless defective, unsafe, incorrectly supplied or required to be accepted by law.
- 11.5** Where Medsupply accepts the return of correctly supplied Products, a reasonable handling or restocking fee may be charged after disclosure to the Customer.
- 11.6** Depending on the circumstances, Medsupply may replace, repair, issue a credit note, refund the applicable amount or provide another remedy required by law.

12. Cancellations and refunds

- 12.1** An accepted Order may not be cancelled or changed without Medsupply's written consent.
- 12.2** Special-Order Products, customised Products and Products procured specifically for a Customer may not be cancelled once supplier commitments, stock reservations or non-refundable costs have been incurred.
- 12.3** Where Medsupply agrees to a cancellation, it may recover reasonable costs already incurred, including supplier cancellation costs, non-refundable deposits, transport, logistics, administration and handling costs.

12.4 A refund may be issued where a confirmed Product becomes unavailable after payment and before dispatch, Medsupply approves a return, Products are defective or incorrectly supplied and refund is appropriate, the parties agree to cancel, or a refund is required by law.

12.5 Refunds will ordinarily be paid to the original payer using the original payment method or verified banking details after any necessary assessment and verification.

13. Warranties and defective Products

13.1 Products will, at delivery, materially correspond with the accepted Product description and applicable manufacturer specifications.

13.2 Unless expressly stated otherwise, Medsupply does not manufacture the Products and manufacturer warranties apply subject to the manufacturer's terms.

13.3 Warranty claims may be assessed by Medsupply, the manufacturer or an authorised service provider.

13.4 A warranty may not apply where the issue results from misuse, incorrect storage or transport after delivery, failure to follow instructions, unauthorised repair or modification, accidental damage, normal wear and tear, use outside the intended purpose or failure to maintain equipment.

13.5 Accepted remedies may include repair, replacement, manufacturer repair or replacement, credit or refund.

13.6 These remedies do not exclude rights that cannot lawfully be limited.

14. Services and Customer responsibilities

14.1 Services are supplied only where expressly included in an accepted Quotation and may be performed by suitably qualified third parties.

14.2 The Customer remains responsible for ensuring that Products are suitable for the intended use, are used by appropriately trained or authorised persons, and are stored, handled and used in accordance with product instructions and applicable requirements.

14.3 The Customer must obtain any approval, licence, prescription or authorisation required for its purchase, possession, onward distribution or use of a Product.

14.4 The Customer may not remove or alter product labels, serial numbers, batch numbers, warnings or traceability information.

15. Limitation of liability and indemnity

15.1 Nothing in these Conditions excludes or limits liability where prohibited by law.

15.2 Subject to applicable law, Medsupply is not liable for indirect, incidental, special or consequential loss, including loss of profit, revenue, anticipated savings, business opportunity, goodwill or data.

15.3 Subject to applicable law, Medsupply's aggregate liability arising from a particular Product, Service or Order will not exceed the amount paid for the Product, Service or portion of the Order giving rise to the claim.

15.4 The limitation does not apply to fraud, wilful misconduct, gross negligence where liability may not lawfully be limited, or any other liability that cannot lawfully be excluded.

15.5 To the extent permitted by law, the Customer indemnifies Medsupply against third-party claims arising directly from the Customer's misuse, unlawful use, unauthorised modification, failure to follow instructions, negligence or material breach. The indemnity does not apply to the extent caused by Medsupply's own breach, negligence, unlawful conduct or a defective Product for which Medsupply is legally responsible.

16. Force majeure, breach and disputes

16.1 Neither party is liable for failure or delay caused by a Force Majeure Event. The affected party must notify the other and take reasonable steps to reduce the effect.

16.2 If a Force Majeure Event continues for more than ninety (90) consecutive days and materially prevents performance, either party may terminate the affected portion of the Contract.

16.3 Where the Customer materially breaches the Contract, Medsupply may, subject to applicable law, suspend performance, withhold delivery, withdraw credit, cancel the affected Order, claim amounts due or exercise another lawful remedy.

16.4 The parties must first attempt to resolve disputes through good-faith discussions and may agree to mediation before court proceedings. Urgent court relief remains available.

17. Confidentiality and personal information

- 17.1** Each party must keep confidential non-public commercial, operational, technical and personal information received from the other, except where disclosure is authorised, reasonably required to perform the Contract, required by law or necessary to enforce a legal right.
- 17.2** Medsupply processes personal information in accordance with applicable data-protection laws and its Privacy Policy.
- 17.3** Personal information may be processed to respond to enquiries, prepare Quotations, administer Orders, process payments and refunds, arrange collection and delivery, communicate updates, maintain transaction and compliance records, prevent fraud and comply with legal obligations.
- 17.4** The Customer warrants that it is authorised to provide personal information relating to its representatives, delivery contacts and other persons whose information it submits.

18. Electronic communications, notices and governing law

- 18.1** Electronic communications may be used for Quotations, Orders, approvals, notices and transaction-related communications.
- 18.2** An electronically accepted Quotation, email instruction, electronic signature or other electronic confirmation may be binding where it demonstrates an intention to transact.
- 18.3** The Customer's address in the accepted Quotation, Order, account application or other Company record is its chosen address for notices and legal process unless changed in writing.
- 18.4** These Conditions and every Contract are governed by the laws of the Republic of South Africa.
- 18.5** The Customer consents, where legally permissible, to the jurisdiction of a Magistrates' Court having jurisdiction, without preventing Medsupply from approaching another court with jurisdiction.

19. General

- 19.1** These Conditions, the accepted Quotation, the Order and any specific written agreement constitute the agreement regarding the relevant transaction.
- 19.2** No variation or consensual cancellation is binding unless recorded in writing and accepted by authorised representatives.
- 19.3** If any provision is unlawful, invalid or unenforceable, it will be severed or limited to the minimum extent necessary and the remaining provisions will continue.
- 19.4** Medsupply may subcontract collection, storage, transport, delivery, installation, servicing or other obligations to suitably qualified service providers.
- 19.5** Medsupply may amend these Conditions for future transactions. An amendment will not retrospectively alter an existing Contract unless agreed in writing.