

General terms of service

General

- 1) These terms of service shall exclusively apply to all offers, deliveries and services of Surgimax, all sales are made on the basis of these below mentioned terms which are considered as accepted by the buyer when placing an order with us.
- 2) If after an agreement has been made or goods supplied, it is found that the purchaser is not, or is no longer creditworthy, we are entitled to rescind the agreement or to require immediate payment of the goods supplied.
- 3) Each transaction will be deemed as agreement between Surgimax and purchaser.
- 4) All agreement must always be made in writing.
- 5) Any assignment of claims is subject to our consent.

Ordering information

Our customer service department is available from Mon-Fri 9:00 AM to 5:00 PM local time to accept your orders. All purchase orders must be addressed to:

Surgimax Instruments Limited
Unit 108 Ivy Business Centre
Manchester England
M35 9BG

The order may be placed by email or by phone: -

Tel: 0161 3022 744

Email: info@surgimax.co.uk

Prices

All our offers / quote are submitted without obligation based on Ex-works in pounds sterling ex Surgimax premises at customer expense, exclusive costs for packaging, dispatch and insurance unless an agreement to the contrary is made. Prices stated in specific written quotations are firm for thirty days from the date given, and are otherwise subject to change without prior notice.

Payment

All orders are to be payable in advance upon receipt of invoice net in POUNDS (£) unless otherwise agreed in writing. Payment terms shall be agreed separately in writing. In cases of payment by bank draft, cheque, PayPal, debit / credit card or bank transfer the payment shall only be deemed to have been made when it has cleared. Freight charges, insurance, taxes or any additional costs shall be paid by customer.

Retention of title

The goods delivered by us remain our property until they have been fully paid. This also includes all goods supplied previously or at a later date.

Delivery time

Delivery times stated should be considered as approximate ones. We will try our best to deliver the goods on promised delivery time as per our order acceptance sheet whereas Surgimax accepts no responsibility or liability of any kind for failure to deliver within the time period quoted.

In case of shortage of material, manufacturing delays, unforeseen circumstances, etc. The buyer will not be entitled to cancel the order or refuse delivery. Claims of compensation by the customer as a result of delayed will not be accepted unless otherwise agreed by Surgimax.

But if the delivery is delayed by more than 90 days, the Purchaser is entitled to withdraw either partially or completely from the unfulfilled part of the agreement. Surgimax also reserves the right to make partial deliveries, all Shipments are made for account and risk of the buyer, unless otherwise agreed.

Shipping

If not instructed otherwise orders are generally shipped by Royal Mail, DPD, DHL or UPS. Shipping charges are based on method of shipment, weight and destination. Special shipping services are available on request which will be added in net invoice.

Transfer of Risk

The danger of depreciation or risk is transferred to the customer after the goods have been shipped or picked up from our premises by the customer. If the goods remain on our premises for reasons for which the customer is responsible, risk is transferred at shipping readiness. Any claims by the buyer regarding loss in transit will not be entertained unless reported in writing within 14 days from the date of invoice.

Claims / Complaints

Upon receipt of your shipment inspect all cartons for visible damages. If damaged contact your carrier. In case of any complaint regarding defects, discrepancy or shortages of instruments the purchaser must intimate us in writing within 05 working days. We shall not be liable for any damages due to improper handling, incorrect application or the like. If the Purchaser omits this notification, then the Products shall be deemed to have been accepted without complaint. In cases of justified complaints notified in time, Surgimax is entitled to replace the Products with 5 to 10 working days.

Marking / OEM Service

All instruments are marked with our brand name "Surgimax" item code number and CE mark. Product labels contain maximum information about the products. We also give delivery of orders on OEM basis. All products supplied unmarked or branded with purchaser brand name not covered by our guarantee.

Customized products

In case of customized products customer undertakes to always accept and pay for the customized goods, and he shall not reject the goods in the case of slight tolerances between ordered and delivered goods. Surgimax will accept complaints only if proof is furnished that the products manufactured by us differ obviously and appreciably from the order specifications. Surgimax has the right to add 10% more or less of price of instrument given for custom made instruments.

Product specification

- 1) Surgimax products are designed and manufactured according to the recognized institute of standards and technology. We reserve the right to modify the instruments illustrated in our catalogue as improved materials, finishes and designs become available. Any product which has entirely different specification listed will be advised to purchaser before being supplied.
- 2) All products shown in our catalogue are made of medical grade stainless steel material unless otherwise indicated.

Guarantee

Our warranty is valid worldwide and for 5* years from date of purchase. It covers any defects in material and craftsmanship. The company will repair or provide new instruments according to situation, however all freight charges must be at purchaser account. Damage resulting from inexpert use or misuse with regard to handling, cleaning, sterilization and storage does not fall under this guarantee.

Place of performance and jurisdiction

Place of performance for deliveries, payments (bank account) and dispute settlement venue is invariably Manchester England. Only English jurisdiction shall be applicable to all parties concerned to such happening.

Returns

- 1) Authorization from our customer service must be obtained prior to returning products, so please contact at +44 (0) 161 3022 744 or mail us by info@surgimax.co.uk and get RRN (return reference number) before sending the goods back.
- 2) Product must be returned in unused saleable & clean condition in original package within 30 days of invoice date.
- 3) Items returned opened, unsuitable packaged or any non-conform packaging material, as well as items returned after 30 days are subject to a minimum 10 % restocking and reworking charge.
- 4) Custom or special order products will not be accepted for refund.
- 5) Before sending the goods back, method of return must be agreed with Surgimax.
- 6) Goods must be returned in safe packaging to avoid damage in transit.
- 7) Send the goods by reliable courier service provider, we cannot except any liability for goods lost in transit.
- 8) Surgimax is not liable to issue refund for those goods which have been used, repaired or modified.
- 9) The Purchaser shall pay the carriage on returned products, however we will refund the postage to you if product is faulty so please ensure you get a proof of postage.
- 10) Provide a copy of the original invoice when returning items.

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