

**PRODUCT RETURN FORM**

Prior to returning any product, please contact ORTHOMAX on 1800 422 287 for authorisation of the intended return.

The Product Return Form must be fully completed and accompany the product being returned to PO Box 2071 Bennettswood VIC 3125

<b>Customer Details:</b>	
Account Name: _____	Account Number: _____
Contact Name: _____	Phone: _____
Address: _____ _____	
Post Code: _____	Email: _____
<b>Product being returned</b>	
<i>Please attach a separate sheet if necessary</i>	
Invoice Number: _____	Please attach a copy of the Invoice to this form
Item Code: _____	Qty: _____ Price: _____
_____	_____
_____	_____
Reason for return: _____ _____	
Customer Name: _____	Signature: _____ <i>(acceptance of terms and conditions)</i>
	Date: _____
<b>Office Use:</b>	
Authorised by: _____	Date Return Received: _____
Credited Amount: _____	Date Credit Applied: _____

**TERMS AND CONDITIONS**

- a) No cancellations or partial cancellations of an Order by the Purchaser shall be accepted by the ORTHOMAX ("The Company") unless the Company has first consented in writing to such cancellation or partial cancellation and unless a cancellation fee has been paid by the Purchaser, as determined by the Company, which will indemnify the Company against all loss, without limitation.
- b) Except where Goods supplied by the Company are defective, and subject to any warranty, Goods will only be accepted for return by the Company if the invoice number and full details of the reason for the return have previously been supplied to the Company in writing and the Company has given the Purchaser prior written notice of its acceptance of the return of the Goods.
- c) The Purchaser shall inspect all Goods received by it immediately upon receipt of the Goods from the Company (receipt being the date of delivery or the date of collection, as the case requires) and the Purchaser must notify the Company in writing of any alleged short or wrong delivery, damage or other contractual breach within 7 days of receipt of the Goods. If the Company does not receive such notice within 7 days, the Purchaser shall be deemed to have accepted delivery and the Company's obligation will be deemed to have been fulfilled.
- d) Goods returned by the Purchaser pursuant to clauses 1(a) and (c) above will only be accepted by the Company if the Goods are in the same condition as when the Goods were originally delivered to the Purchaser.
- e) If Goods are made by the Company to a specified order of the Purchaser or according to the Purchaser's specifications and design, the Company will not accept return of those Goods or allow credit to the Purchaser.
- f) The Company's acceptance of return of the Goods is not an acceptance of or granting of credit to the Purchaser by the Company.
- g) Delivery of all Goods returned by the Purchaser is to be at the Purchaser's expense and risk.
- h) The Company reserves the right to charge the Purchaser a re-stocking fee equal to 20% of the original purchase price, for accepting a return of the Goods.
- i) Without limiting the above, the Company reserves the right, at its absolute and sole discretion, to refuse the return of Goods custom-made at the request of the Purchaser (including pre-welds) or those produced on special order of the Purchaser, or Goods that require refrigeration or otherwise have a limited shelf life (including adhesives or elastomeric products), any Goods that include chemicals and such chemicals have been opened. If the Company agrees to accept the return of such Goods, such return shall only be accepted by the Company on terms to be determined and agreed by the Company from time to time. Without limiting any other right of the Company contained in these Trading Terms, the Company may refuse to accept the return of Goods that have a limited shelf life where such Goods have less than six (6) months of saleable shelf life remaining as at the date of attempted or requested return.
- j) Products purchased on promotion cannot be returned for credit.
- k) Any product being returned after usage must be sterilised and returned in a sealed pouch.