

## Terms and Conditions

When ordering by email or fax, send information to:

INTERSURGICAL LTD.  
1185 Corporate Drive Unit 2  
Burlington, ON L7L 5V5  
Phone: 905-319-6500  
Phone: 866-223-2340  
Fax: 905-592-3150  
Email: orders@intersurgical.ca

Please specify:

- Purchase order number
- Shipping & Billing Address
- Product Number
- Quantity
- Shipping Method
- Pricing

Orders must be received prior to 14:00 EST to be processed that day

Orders received after 14:00 EST will ship the following day

Large orders may require additional processing time

**(Large orders are defined as non-forecasted products. Forecasted products in stock will ship immediately.)**

### **ORDER CANCELLATION**

Orders for standard products may be cancelled any time prior to shipping. If an order has been shipped prior to cancellation, a returned goods authorization (RGA) number is required as per the returned goods policy.

Custom orders may only be cancelled within 24 hours from the time an order is received, with no penalty. After the 24 hour deadline has passed, special orders will be built, shipped and billed with no exceptions.

### **MINIMUM ORDER**

The minimum order size is \$300.00 per order. Orders less than the minimum are subject to a \$25.00 service/handling charge.

### **PRICING & PAYMENT TERMS**

Prices are subject to change without notice. All orders will be invoiced at the prices in effect on the day of shipment. All sales are **NET 30 DAYS**. Any unpaid balance dated from the 31st day of the invoice will be subject to a 1½ % service charge, assessable each month.

**FREIGHT POLICY**

All orders are shipped from Burlington, Ontario. Title on all orders passes to consignee upon delivery to the common carrier. Shipment method can be designated by the consignee, at the time the order is placed. At the direction of the consignee, Intersurgical can determine the most efficient ground transportation, prepay and add to the invoice amount.

**FREIGHT CLAIMS**

All freight claims must be filed against the carrier by the consignee. It is the *consignee's* responsibility to note any problems on the bill of lading at the time of receipt. The Customer Service Department must be advised of any discrepancies in the order upon receipt.

**RETURN GOODS AUTHORIZATION (RGA) POLICY**

Authorization:

Advance authorization is required for ALL returns. The Customer Service Department at Intersurgical must be notified prior to the physical return of merchandise. An RGA number will be issued upon approval. The RGA number is only valid for approved products. Once the RGA is granted, it will be valid for a period of 30 days. After the 30 day deadline has passed, the RGA will be considered VOID. Upon notification of a void RGA, the authorization process must take place once again. A request for return must be submitted via fax or email to Intersurgical Ltd. The request must include the following information:

- Name, address, phone number, and contact person
- Product number and quantity
- Date of purchase, purchase order number and/or invoice number
- Reason for return
- Lot number

**Unless otherwise instructed, all returns must be shipped FREIGHT PREPAID to the following address:**

INTERSURGICAL LIMITED 1185  
CORPORATE DRIVE UNIT 2 BURLINGTON,  
ONTARIO L7L 5V5

All cartons must indicate the

Indicated RGA number! \*Use of any other address, unless otherwise instructed, may result in additional charges

**RETURN GOODS AUTHORIZATION (RGA) POLICY cont'd**

Acceptable Returns:

1. Merchandise damaged or defective at the time it was received, said damage or defect being attributable to the manufacturing process and not the result of transit or handling damage which occurred during the course of shipment.
2. Merchandise shipped in error by Intersurgical Ltd.

**Unacceptable Returns:**

1. Unauthorized returns. These will be returned to sender, freight collect and will be subject to all applicable service/handling fees.
2. Obsolete or discontinued products.
3. Merchandise not in the original packaging or less than full case/box quantities.
4. Custom ordered merchandise (special orders).
5. Products that have been damaged due to improper handling, storage, or misuse.
6. Products acquired from other than Intersurgical Incorporated.
7. Products held by customer for more than 18 months.

A credit memo will be issued upon receipt and inspection of the acceptable return at Intersurgical Limited. Upon issuance, the credit memo may be referred to and used by the customer. The credit memo will reflect the amount of the merchandise returned, less any applicable fees or charges. However, the customer remains responsible for the full amount of freight except under condition 2 of Acceptable Returns. A restocking fee, up to 35%, may be assessed upon review of each individual return.

\*Please note: Returned Goods of an overstock nature will be assessed a restocking fee.

**WARRANTY**

Intersurgical Limited's products are warranted to the original purchaser to be free from defects in material and workmanship for a period of one (1) year from the date of purchase. If this product proves to be so defective, purchaser may return the product for repair or replacement. Liability under this limited warranty does not extend to any abuse or misuse of this product.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED (INCLUDING AND WARRANTY OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE).

- THIS POLICY DOES NOT APPLY TO DATED MATERIAL\*