



GENERAL TERMS AND CONDITIONS

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Fx: 780.457.0054
Email: info@ajentismedical.com

TERMS / PAYMENTS

Net 30 days upon approved credit. All other merchandise not purchased on credit is due upon receipt and remains the property of Ajentis Medical Inc. (Ajentis) until full payment is received and validated. Past due accounts are subject to an interest charge of 1.25% per month (15% per annum) or the highest amount allowed by law if lower. Any portion of an invoice that actually is disputed MUST be explained to determine whether or not credit is due. To expedited resolution of your dispute, please enclose a copy of disputed invoice along with your remittance.

TAXES / DUTIES

Taxes will be added at the time of invoicing where applicable. Customers who claim entitlement to an exemption must ensure that complete, proper and accurate supporting documentation has been provided to Ajentis in advance, otherwise the customer remains liable for payment.

PLACING ORDERS

Two indices have been designed for easy reference, the catalogue and website.

To ensure accuracy, orders received by facsimile or email transmission are recommended. When ordering, please include the correct Ajentis item number, as well as the description. Please note that where there is a discrepancy between the Ajentis item number and the description, the item number will govern. It is the responsibility of the purchaser to provide information regarding purchase order numbers, shipping location and transit mode for each order at the time the order is placed. It may not be possible to change, add or delete an item after an order has been placed. If additional items are required, please place a new purchase order. Orders can be received 24 hours a day via facsimile or email transmission.

Local Fax: 780.457.0054 **Email: sales@ajentis.com**

MINIMUM ORDER REQUIREMENTS

When placing orders for first aid kits or empty containers with custom imprinting, customers must add the letter "C" after the first aid kit or container item number. Adding the letter "C" will ensure accurate processing of custom imprinted orders. Minimum quantities for the size of container required must be followed. See our custom printing specifications. Extended delivery time should be anticipated for all custom or special orders. Custom or special orders cannot be cancelled without prior written permission from Ajentis.

LATEX CONTENT

Ajentis will not comment on any matter concerning latex however, Ajentis will provide contact names and telephone numbers upon request of any quoted or tendered item.

DELIVERY DATES

Although Ajentis will endeavor to make every effort to meet delivery dates, delivery dates are no guaranteed and therefore Ajentis will not be liable in any way whatsoever for any delay or any consequence thereof. Customers should anticipate extended delivery time under the following circumstances: if products are subject to special transportation, export or regulatory requirements; if the order is extraordinary in size; if the order is custom or special order; during holiday seasons; circumstances beyond Ajentis' control.



TRANSPORTATION

All shipments are F.O.B. our warehouse. Shipments are sent prepaid and are charged to the customer's invoice or account unless otherwise specified. If a customer wishes to select a specific carrier, the shipment will be sent collect. For collect shipments, the account number for the specified carrier must be included with each purchase order. Ajentis will not be responsible for invalid or incorrect carrier account information. Any products subject to special transportation requirements will be subject to additional transportation charges. All property becomes the liability of the purchaser upon delivery to the carrier.

DAMAGED, SHORTAGES OR GOODS LOST IN TRANSIT

Carefully inspect all merchandise immediately upon pick-up/delivery and note, in writing, any damage or discrepancies at the time that the order is signed for. All damaged goods must be reported in writing immediately to the carrier for inspection. All damaged goods must be reported in writing to Ajentis within two (2) business days for further instructions. All damaged goods, including original packaging, must be retained by the customer for inspection and/or return to Ajentis.

In the event of any shortage in delivery, the carrier's delivery slip must be signed accordingly, indicating the specifics of any shortage. The carrier must be notified of any shortages immediately. Ajentis must be notified in writing and supplied with appropriate supporting documentation and full particulars of any alleged shortage within two (2) business days of partial receipt of goods.

Claims for non-delivery must be submitted to Ajentis within five (5) business days from the date of the invoice. Ajentis requires customers to make a written report of any damaged goods, shortages or goods lost in transit and to forward said report, along with the packing slip (if available) by facsimile transmission.

Failure to comply fully with these requirements will result in Ajentis not assuming any liability whatsoever for resultant losses from damage, shortage or loss in transit. Customers shall remain liable for payment in full.

WARRANTY

There are no warranties, which extend beyond the description and directions set forth on the labeling of the products purchased from Ajentis. Unless products are used according to directions on the label, all warranties expressed or implied, including warranty of merchantability or fitness, are specifically excluded.

RETURNED GOODS POLICY

In all cases where a customer wishes to return goods, the customer must complete a return authorization form. Forms can be downloaded from the Ajentis website at www.ajentis.com or an authorization can be received by calling Customer Service. Completed forms must be faxed to Ajentis for our review. Requests must include the following: the invoice number, the item number and description of the item, the quantity and the reason for the return. A copy of the original invoice on which the goods were purchased and packing slip must accompany the request. Products are only returnable with prior written authorization by Ajentis and the receipt of a valid authorization number.

In the event of alleged manufacturing defect, or Ajentis error, the above information must be provided in writing within ten (10) business days of delivery of the merchandise. Products with expiry dates, custom or special orders may not be accepted for return.

Following the receipt of a valid authorization number from Ajentis, products must be returned within five (5) business days. Each return requires a separate authorization number.

All returns must be freight prepaid by the Sender and shipped back to the Ajentis warehouse with a copy of the return authorization form, invoice and packing slip. The authorization number must be clearly identified on the outside of the parcel. If the error is the fault of Ajentis, transportation details will accompany the return authorization form.

All returns must be in the original Ajentis unit of measure and must be in salable condition. All sterile products must be returned by the customer in the original, unopened and undamaged packaging.

Credit (minus any restocking charges and the original freight charges) will be issued only after the merchandise is received and examined by our Returned Goods and Quality Assurance Departments, and determined to be in salable condition. Until that time the customer remains liable for payment in full.

In circumstances other than manufacturing defect or Ajentis error, goods ordered and returned with authorization for credit are subject to the following handling and restocking charges:

- Goods received within 1 through 30 days of date of invoice – 20%
- Goods received within 31 through 60 days of invoice – 30%
- Goods ordered and returned after 61 days from date of invoice are non-returnable and the customer shall remain responsible for payment in full.

In circumstances of manufacturing defects or Ajentis error, goods returned shall not be subject to a handling or a restocking charge provided that the customer has fully complied with all the terms herein.

Ajentis will not issue a credit for any of the following reasons:

- Customer or special orders
- Discontinued products
- Merchandise not in standard Ajentis packaging, labeling or salable condition
- For sterile products, if merchandise is not in original, unopened, undamaged packaging
- Goods purchased through anyone other than Ajentis
- Items which are not a standard item for Ajentis which are purchased from an outside vendor for the convenience of the customer.

SERVERABILITY

If any provisions of these terms and conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and all other provisions shall continue in full force and effect.

FAILURE TO COMPLY

Failure to comply in full with the terms and conditions herein by Ajentis shall not relieve the customer of its obligations and responsibilities under these terms and conditions, any additional terms and conditions required by Ajentis, and the terms and requirements of the purchase agreement.

PRIVACY POLICY

To view our Privacy Policy, please visit our website at www.ajentis.com; to received a copy by mail, write to Ajentis Medical Inc. #6, 9343 – 50th Street, Edmonton, Alberta, T6B 215.

Receipt of these Terms and Conditions and the acceptance of an order from the customer by Ajentis shall be deemed confirmation that the customer accepts the terms and conditions herein in full.

All prices are quoted in Canadian dollars.

All prices and information contained in this price list are subject to changes without notice.

All quotations are for immediate acceptance and are subject to withdrawal or revision, without notice. Ajentis may after acceptance revise quotations in the event of changes outside of its control.

Ajentis is not responsible for typographical errors.