

## **TERMS AND CONDITIONS**

These terms and conditions (the “Terms and Conditions”) govern the use of Morris Medical (the “Site”). This Site is owned and operated by Morris Medical. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### **Intellectual Property**

All content published and made available on our Site is the property of Morris Medical Pty Ltd and the Site’s creators. This includes, but is not limited to images, text, logos, documents, and anything that contributes to the composition of our Site.

### **Sale of Goods**

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Support Stockings
- Medical Compression Stockings
- Medical Compression Wraps
- Donning and Doffing Aids and Accessories

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products that may be listed as out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide.

Nothing contained in this Site is or should be considered or used as a substitute for, medical advice, diagnosis, or treatment. This website and its services do not constitute the practice of any medical, nursing, or other professional health care advice, diagnosis, or treatment.

We advise users of our products to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions. Never disregard, avoid, or delay in obtaining medical advice from your doctor or other qualified health care provider because of something you have read on this website.

If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately.

You agree to purchase goods from our Site at your own risk. We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Payments**

We accept the following payment method on our Site:

- PayPal

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Aramex Couriers. Delivery takes 2 – 5 Days.
- Australia Post Express. Delivery takes 2 – 5 Days.

Delivery will take place as soon as reasonably possible, depending on stock availability and delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and public holidays. You will be required to pay delivery charges in addition to the price for the goods you purchase. You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

### **Refunds**

Refund requests must be made within 7 days after receipt of goods.

We may consider refunds for goods sold on our Site for the following reasons:

- Purchaser changed their mind. Refer to Returns Policy below.

Refunds do not apply to the following goods:

- Goods that have been worn

### **Returns Policy**

Morris Medical accepts that from time-to-time goods may be damaged, faulty, or defective upon delivery. Such goods, or goods which are not otherwise in accordance with the customer's order (i.e., incorrect item supplied), may be returned with written approval (WRA) from Morris Medical.

Faulty goods will be replaced free of charge.

Morris Medical may consider return of goods for change of mind, however, in these circumstances goods shall be returned to Morris Medical at the customer's expense including freight and any applicable restocking fees and goods must not have been worn, are in original condition, including with packaging, accessories and instructions.

All claims for refund/credit must be made within seven (7) days of receipt of goods. No goods should be returned without written approval (WRA) from Morris Medical. All claims made after 7 days will not be approved and no refund/credit shall be given.

Goods specially procured on behalf of a customer including non-stock or buy-in items, or products specifically tailored for the customer's requirements are not returnable.

Morris Medical will not accept claims for loss or damage to goods where orders are by arrangement, delivered to and left at unattended sites.

All return approvals (WRA) are issued provided that the products are in their original packaging, unopened, and otherwise as new and in a saleable condition. Morris Medical will not accept a returned product where the product has been used, marked, taped or otherwise tampered with by the customer.

Morris Medical reserves the right to charge a freight, handling or restocking fee on all returns.

### **Returns Procedure**

- Contact Morris Medical Customer Support on phone (07) 3356 6995 or email: [sales@morrismedical.com.au](mailto:sales@morrismedical.com.au) for Written Return Authority (WRA) within 7 days of receipt of goods.
- No refund/credit will be issued without prior approval and WRA.
- Returns can be made in person at the following location: Morris Medical Pty Ltd, 76 Enoggera Road Newmarket Qld 4051 or can be made by mail to Morris Medical Pty Ltd, P.O. Box 3286 Newmarket QLD 4051.
- If returning by mail, pack goods securely (include WRA) for safe transport to Morris Medical. Please do not tape or write directly on product or product packaging.
- address the package to Morris Medical Pty Ltd, P.O. Box 3286 Newmarket QLD 4051. Go to your nearest post office and pay the necessary postage.

### **Guarantees**

The following guarantees apply to our Site:

- Sigvaris compression stockings are guaranteed to maintain compression for 6 months from date of purchase.

The guarantee does not cover damage caused by way of incorrect donning/doffing and or care. Donning/doffing and care instructions are included with the product. You must read these instructions.

### **Consumer Protection Law**

#### **Applicable Law**

These Terms and Conditions are governed by the State of Queensland.

#### **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and Morris Medical are unable to resolve any dispute through informal discussion, then you and Morris Medical agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Morris Medical. The costs of any mediation or arbitration will be paid by the unsuccessful party.

#### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Liability Limitation**

To the maximum extent allowed by applicable law, in no event shall Morris Medical, its officers, directors, employees, agents, licensors and suppliers be liable for any direct, indirect, special, punitive, incidental, exemplary, contractual, or consequential damages, or any damages whatsoever of any kind, resulting from any loss, which, by way of example, includes loss of use, loss of data, loss of profits, business interruption, litigation, or any other pecuniary loss, whether based on breach of contract, tort (including negligence), product liability, or otherwise, arising out of or in any way connected with the use or performance of this website, with the delay or inability to use this website, or with the provision of or failure to make available any information, services, products, materials, or other resources contained on or accessible through this website, even if advised of the possibility of such damages.

### **Third Party Links**

The Site may contain links to external, or third-party Web sites, which are provided solely for visitors' convenience. Links taken to other sites are done so at your own risk and Morris Medical accepts no liability for any linked sites or their content. When you access an external Web site, keep in mind that Morris Medical has no control over its content.

Any link from Morris Medical to an external Web site does not imply or mean that Morris Medical endorses or accepts any responsibility for the content or the use of such Web site. Morris Medical does not give any representation regarding the quality, safety, suitability, or reliability of any external Web sites or any of the content or materials contained in them. It is important for users to take all necessary precautions.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. Changes can be found on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

Email: [sales@morrismedical.com.au](mailto:sales@morrismedical.com.au)

Phone: (07) 3356 6995

### **Effective Date**

21<sup>st</sup> day of February 2022