



Quantumed Personal Health (Pty) Ltd trading as

# QUANTUMED

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## TERMS & CONDITIONS

### 1. Acceptance of Terms and Conditions

- 1.1. Please read these Terms and Conditions carefully before contacting, using or obtaining any materials, information, products, or services through Quantumed Personal Health (Pty) Ltd (“Quantumed”) as a potential customer (“client/s”).
- 1.2. These Terms and Conditions govern the ordering, sale and delivery of products, and the use of the Quantumed website/s (“Website/s) but is not limited to any other business relating to Quantumed.
- 1.3. If you do not accept these Terms and Conditions, please do not proceed with any orders, and if so required, please exit the Quantumed premises and/or website/s, as we will not be able to accommodate your request outside these Terms and Conditions, and Quantumed accepts no responsibility for any loss of any nature whatsoever, in these circumstances.

### 2. Important Notice

- 2.1. These Terms and Conditions apply to users who are “consumers” for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”).
- 2.2. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -
  - 2.2.1. may limit the risk or liability of Quantumed or a third party; and/or
  - 2.2.2. may create risk or liability for the user; and/or
  - 2.2.3. may compel the user to indemnify Quantumed or a third party; and/or
  - 2.2.4. serves as an acknowledgement, by the user, of a fact.
- 2.3. If you do not understand any provision in these Terms and Conditions, it is the responsibility of the client to ask for clarification before accepting the Terms and Conditions or continuing to use the Website/s and/or associating/dealing with Quantumed.
- 2.4. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit, or avoid any right or obligation created for either the client or Quantumed in terms of the CPA.

### 3. Ownership, Copyrights, and Trademarks

- 3.1. The Website content is the property of Quantumed, its advertisers and/or sponsors and/or affiliate organisations and/or is licensed to Quantumed.

- 3.2. All Website content, including any images, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trade marks, designs and service marks which are displayed on or incorporated on the Quantumed website/s are protected by law, including but not limited to copyright and trade mark law.
- 3.3. The client will not acquire any right, title, or interest in or to the Website/s or the Website/s content.
- 3.4. The client agrees not to modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate any such material for any purpose other than personal, non-commercial use without our written permission. To request such permission, the client must email [info@quantumed.co.za](mailto:info@quantumed.co.za) and include his/her name, address, and a description of the purpose of the client's intended distribution and the information the client would like to distribute.
- 3.5. Any use, distribution or reproduction of the Website/s content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.
- 3.6. Where any of the Website/s content has been licensed to Quantumed or belongs to any third party, the clients rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time; and the client agrees to comply with such third party terms and conditions.

#### 4. Disclaimer

- 4.1. The use of the Quantumed Website/s is entirely at the client's own risk and the client assumes full responsibility for any risk or loss resulting from use of the Website/s or reliance on any information on the Website/s.
- 4.2. Whilst Quantumed takes reasonable measures to ensure that the content of the Website/s is accurate and complete, Quantumed makes no representations or warranties, whether express or implied, as to the quality, operation, integrity, availability or functionality of the Website/s or as to the accuracy, completeness or reliability of any information on the Website/s.
- 4.3. Quantumed repudiates liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website/s and/or any content therein unless otherwise provided by law.
- 4.4. Although products sold from the Website/s may, under certain specifically defined circumstances, be under warranty, the Website/s itself and all information provided on the Website/s is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

- 4.5. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Quantumed also makes no warranty or representation, whether express or implied, that the information or files available on the Website/s are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risks associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Quantumed, its employees, agents or authorised representatives.

## 5. Linking to Third Party Websites

- 5.1. Quantumed Website/s may provide links or references to other websites (“Third Party Websites”) which are outside of our control, including those of advertisers and/or sponsors and/or affiliate organisations.
- 5.2. These Terms and Conditions do not apply to those Third Party Websites and Quantumed is not responsible for the practices and/or privacy policies of those Third Party Websites or the “cookies” that those sites may use.
- 5.3. Notwithstanding the fact that the Website/s may refer to or provide links to Third Party Websites, the client’s use of such Third Party Websites is entirely at the client’s own risk and Quantumed is not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the use of such Third Party Websites or the client’s reliance on any information contained thereon.

## 6. Use of the Website/s

- 6.1. Quantumed permits the use of its Website/s subject to the Terms and Conditions entirely.
- 6.2. By using the Quantumed Website/s, the client warrants that he/she is 18 (eighteen) years of age or older and of full legal capacity. If the client is under the age of 18 (eighteen) or not legally permitted to enter into a binding agreement, then the client may use the Website/s only with the involvement and supervision of his/her parent or legal guardian. In these circumstances, the If the client’s parent or legal guardian agrees to be bound to these Terms and Conditions and to be liable and responsible for the client and all of the obligations under these Terms and Conditions.
- 6.3. The client agrees that he/she will not in any way use any device, software, or other instrument to interfere or attempt to interfere with the proper working of the Website/s.

## 7. Placing Orders

- 7.1. The client may place orders for products, which Quantumed may accept or reject.

- 7.2. Acceptance of an order depends on the availability of products, the correctness of the information relating to the products (including without limitation, the price) and receipt of payment or payment authorisation.
- 7.3. Quantumed will usually give the client some product options and prices via email, or verbally for walk-in clients. Quantumed does not warrant or guarantee that the products and services match the specifications of the client's enquiry or tender.
- 7.4. It will be the responsibility of the client to review the specifications for suitability of use.
- 7.5. Pricing options will be given in writing only - either via email, or in a formal quote and/or on a Quantumed letterhead. The unit prices exclude Value Added Tax ("VAT") but includes delivery to one location in the Republic of South Africa ("RSA") only.
- 7.6. Free delivery to one location in the RSA is subject to the Minimum Order Quantities ("MOQ") being adhered per product purchased and/or service rendered as well a Minimum Order Value ("MOV") above R2999.99 ex VAT being adhered to.
- 7.7. All formal quotes are valid for 7 (seven) working days.
- 7.8. The accepted quote replaces and supersedes any previous proposals and quotes issued regarding the subject matter thereof.
- 7.9. Upon the client choosing the quantity, specifications and items required, a formal quote can be provided – which will include VAT, free delivery in RSA subject to MOQ's, MOV's and the appropriate quantities and the delivery and/or turn-around period.
- 7.10. The delivery and/or turn-around period is a guideline only and must be treated as such. Quantumed will not be held liable for any delays in this regard.
- 7.11. Upon receipt by the client of a formal quote, please sign and email or scan it back to us or reply to the email from which the formal quote has been sent to confirm the client's order.
- 7.12. Purchase Orders received by Quantumed will be recognised as acceptance by the client of the correlating quote. Only written orders can be accepted, which would include the acceptance of the Quantumed Terms and Conditions.
- 7.13. This will be followed by a Quantumed representative confirming the order with a Pro-Forma invoice with payment details. The Proforma Invoice is an overview of the sale and includes product name/brand, specifications, colour, quantity, and any other specifics the client may require and that Quantumed is able to offer. Quantumed might not be able to accommodate all request – the client must ensure that the specific request for colour, quantity, size, dimensions and or estimated date of availability is correct. The onus of correctability is with the client. .
- 7.14. No order will be accepted that has not been preceded by a formal quotation by Quantumed.

7.15. No VAT Quotes, Proforma Invoices and/or Invoices are only applicable to clients outside the borders of the RSA whose courier service collects the shipment with the relevant cross border documentation.

7.16. Quotes do not include, unless specifically mentioned:

7.16.1. International Delivery/Collections – All international deliveries/collections are the client’s responsibility in its entirety and this includes but is not limited to the preparation of documentation, transportation, duties, taxes, and/or any other costs.

7.16.2. Installation – The installation of any product/s is the client’s responsibility.

7.16.3. Training – If training is required/requested, this will be provided on separate formal quote.

## 8. Advance Payment Sales (“Cash Sales”)

8.1. Cash Sales will only be processed upon cleared receipt of funds “reflecting” into a Quantumed nominated Bank Account, the details of which will be confirmed upon placement of your order. Depending on the interbank transfer dates, this may take up to 48 (forty eight) hours, or 2 (two) working days.

8.2. On all Cash Sales, delivery is not included unless specifically stated on the quotation. The estimated date of availability for collection or delivery is an estimation only – for locally manufactured Quantumed products, i.e. Body bags, Shrouds, Demonstrators, Dispensers, and/or Personal Lubricants, please allow a minimum of 3 - 4 (three to four) weeks to manufacture and a minimum of 3 - 5 (three to five) working days for dispatch from one of Quantumed’s locations. Collection/delivery dates may vary, depending on the dispatching warehouse.

8.3. Some of the Quantumed products in stock might also be held at a different branch/warehouse, and a minimum of 2 – 3 (two to three) working days should be allowed for items that have been indicated to be in stock.

8.4. No credit card facilities are available at any Quantumed branch, and the client must allow 2 - 3 (two to three) working days for collection after an EFT transfer or ensure that the stock is available in the warehouse for cash collections provided a cash collection agreement has preceded the arrival for collection. Quantumed does not accept credit card payments or cheques, only EFT’s.

## 9. Pricing

9.1. Pricing is subject to rate of exchange adjustments and could change without prior warning.

9.2. Quotes are based on the rate of exchange at such time of issue and are therefore subject to change. The quoted price/s will need to be confirmed if the quotation is older than 7 (seven) working days or if there are major fluctuations in the rate of exchange at that point in time.

## 10. Granting of Credit Facility

10.1. Quantumed does not grant any credit facilities to any clients.

## 11. Collections and Deliveries

- 11.1. Once goods are paid in full, collections can be arranged. No collection will be allowed without prior arrangement.
- 11.2. The client must inspect the items on collection/delivery and make sure that the proof of delivery (“POD”) is signed. If the client does not indicate any product defects on the POD, it will be assumed that stock was received in good order and in accordance with the product specifications.
- 11.3. The client must ensure the correct delivery address is provided at the time of order.
- 11.4. If for whatever reason delivery is not ascertainable due to the client’s actions, the client will be charged for any additional fees.

## 12. Errors

- 12.1. Quantumed shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of products on formal quotes and pricelists.
- 12.2. However, should there be any errors of whatsoever nature on the Website/s, formal quotes, and/or pricelists, which are not due to our gross negligence (this includes but is not limited to misprints or defects, incorrect company name, delivery address, registration and/or VAT numbers), Quantumed will not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding the client for any amount already paid, or otherwise as set out in the return policy.
- 12.3. Quantumed shall not be bound by any incorrect information regarding our products displayed on any Third Party Websites.

## 13. Ownership

13.1. Irrespective of the type of transaction, Quantumed retains ownership of the products until they are fully paid for.

## 14. Returns Policy

- 14.1. Quantumed agrees to returns for credit and exchanges, provided that the Terms and Conditions below are adhered to.
- 14.2. For all quotations and orders placed via our website and/or as a result of an email quote and acceptance, the Electronic Communications and Transactions Act 25 of 2002 will guide the transaction, provided that the following Terms and Conditions are applicable.

- 14.3. Quantumed reserves the right to cancel an order or not to accept any order if there is not an agreement between Quantumed and the client to the terms and conditions as stated below and above. If you do not agree with the Terms and Conditions, please do not proceed with the order.
- 14.4. By confirming your order and by making a 100% advance payment, the client specifically confirms to have read and understood the Terms and Conditions as set out in this document and agrees to them. The client also specifically confirms to have read and understood the Tax Invoice or Proforma Invoice as set out and by the act of paying agrees to them entirely.
- 14.5. Credit or Exchanges Only.
- 14.5.1. Quantumed offers no cash back for returns. For this reason, Quantumed places a strong emphasis on the responsibility of the client to check and counter check proforma invoices before an order is placed. Quantumed agrees to credit or exchanges only, and only in the following circumstances, and under the following conditions:
- 14.5.2. there is a clear manufacturing fault or defect with the product purchased;
- 14.5.3. the proof of purchase can be presented;
- 14.5.4. it is reported within 7 (seven) calendar days or 5 (five) working days from purchase;
- 14.5.5. the product is returned to Quantumed, at the client's cost;
- 14.5.6. the product is:
- 14.5.6.1. in its original condition, and in or with its original packaging;
- 14.5.6.2. undamaged and unused, with the original labels and stickers still attached; and
- 14.5.6.3. is not missing any accessories or parts.
- 14.5.7. Products not in a sellable condition or in its original packaging will not be accepted back for credit.
- 14.5.8. The client must inform Quantumed within 7 (seven) calendar days or 5 (five) working days of the manufacturing fault, via email on [info@quantumed.co.za](mailto:info@quantumed.co.za).
- 14.5.9. Pictures or proof of a manufacturing fault must please be supplied.
- 14.5.10. The costs of delivery and any additional packaging will be for the client's account.
- 14.5.11. Once we have inspected the product and validated your return, we will credit your account with the purchase price of the product/s.



- 14.5.12. With regard to warranty claims, the client must refer to the products warranty agreement per device as explained by the manufacturer in all user manuals received with the product, if applicable.

14.6. No Returns on imports and made-to-order products

- 14.6.1. No returns or refunds will be available on Quantumed's imported range of products.
- 14.6.2. No returns will be available on locally and internationally manufactured made-to-order items. This includes but is not limited to body bags, shrouds, demonstrators and/or dispensers. In this instance, the proforma invoice will be a guiding document, before the order, and should include specifications like colour, dimensions and other specifications the client may want to insist on. It will be the responsibility of the client to confirm any specifications including colour, size, quantity, or any other specifics that Quantumed should adhere to before processing the order. If the products supplied match these specifications, or if no specifications are noted on the pro-forma invoice, no returns will be available.
- 14.6.3. On locally and internationally manufactured made-to-order products and imports, credit will be issued for manufacturing faults only, and can be swapped for a similar product with no defect. These faults or defects must be brought to the attention of Quantumed within 7 (seven) calendar days of sale and returned in its original condition in its original packaging.

14.7. Credit for products which are not imported and not manufactured on order

- 14.7.1. Should a client wish to return a product for any other reason, or for a product that is not faulty, not imported and not manufactured to order, within 7 (seven) calendar days from purchase, the client may qualify for a credit, but this will be at Quantumed's sole discretion, and each case will be independently assessed.
- 14.7.2. This credit will be issued subject to the products being complete, undamaged, unused, and returned in its original condition in its original packaging, and will be valid for 12 (twelve) months from the date of original purchase.
- 14.7.3. Cost of returns in all instances will be for the client's account.
- 14.7.4. A 10% (ten percent) handling fee will be deducted from the original purchase price on all sales.
- 14.7.5. For this reason, the client must familiarise himself/herself with the specifications and dimensions of products before confirming your order, and especially on the suitability of use – as no cashbacks will be offered under any circumstances.

#### 14.8. No credit or cash back will be available

- 14.8.1. No credit or cash refunds will be available on delivery costs or courier costs, either of the original purchase and delivery or the return.
- 14.8.2. Return of products will be at the cost of the client.
- 14.8.3. No refunds are available on exports.

### 15. Cancellations

- 15.1. Once an order has been placed, Quantumed may, in its sole discretion, refuse to accept the cancellation of an order.
- 15.2. The acceptance of a cancellation request from a client may, at the sole discretion of Quantumed, be subject to a cancellation fee of 10% (ten percent) of the order value, which Quantumed will offset against the credit refund.
- 15.3. Quantumed reserves the right to cancel orders due to the unavailability of products from suppliers. In this event of the latter, Quantumed will not levy any cancellation fee.

### 16. Calibrations, Servicing and Repairs

- 16.1. A reminder notice will not be sent notifying any clients of any products that require monthly/bi-monthly/quarterly/bi-annual/annual licencing or maintenance., The responsibility in this regard lies with the owner/client. Renewal of licenses and/or maintenance will be chargeable as per the original written agreement and/or by a quotation at the time of the request.
- 16.2. Quantumed at its sole discretion may obtain a third party to calibrate, service and/or repair equipment in accordance with the manufacturer's guidelines and/or but not limited to agreements to effectively maintain equipment quality, reliability and/or accuracy standards.
- 16.3. Quotes for repairs can only be provided once an inspection of the product has been finalised by a Quantumed technician.
- 16.4. Quotes/Proforma invoices that include collection/drop-off fees will need to be paid 100% in advance and reflect in Quantumed's nominated Bank Account prior to any collections unless a written agreement states otherwise.
- 16.5. Turn-around times from the day Quantumed receives equipment from a client until the day it is sent back may take a minimum of 7 (seven) working days. Quantumed will not be held liable for any delays whatsoever.
- 16.6. Quantumed will not be held liable for any loss, damages and/or theft that may be incurred during transportation. The responsibility of packaging equipment securely and insuring equipment lies with the client.

## 17. Force Majeure and Limitation of Liability

- 17.1. Neither Quantumed, nor any of its subsidiaries, divisions, affiliates, agents, representatives or licensors shall be liable to the client, or anyone else for any loss or injury or any direct, indirect, incidental, consequential, special, punitive or similar damages arising out of your access or use of, or your inability to access or use, the Website/s, the products, or any materials, opinions or recommendations of third parties on the Website/s.
- 17.2. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage. In a jurisdiction that does not allow the exclusion or limitation of incidental or consequential damages, Quantumed's liability in such jurisdiction shall be limited to the extent permitted by law.
- 17.3. The client hereby indemnifies Quantumed against any loss, claim or damage which may be suffered by the client or any third party arising in any way from your use of Quantumed's website/s and/or any linked Third Party Website/s.
- 17.4. Quantumed will not be held liable for defective goods and/or services, unless written notice is received by Quantumed within 48 hours after delivery of the goods or installation and activation of the services to the client, detailing the defect.
- 17.5. Neither party will under any circumstances be liable for any consequential damages, special or otherwise, including but not limited to loss of business, loss of profits or anticipated savings, whether foreseeable or not.
- 17.6. Neither party will have any claim against the other party ("the affected party") for any delay or failure of the affected party to carry out any of its obligations under this agreement arising from or attributable to acts of God, war, terrorism, government, labour action or unrest, failure of suppliers or contractors or any other cause whatsoever beyond the control of the affected party ("*force majeure*"). The performance of the obligations of the affected party will be suspended for the duration of the force majeure, which will be deemed to commence only upon the date of written notice by the affected party to the other party. Upon cessation of the force majeure, this agreement will again become fully operative and the affected party will immediately resume its performance.

## 18. Email Disclaimer and Confidentiality Notice

- 18.1. All emails sent by Quantumed (including attachments) contains information which may be confidential and/or legally privileged. Unless the client is the intended recipient, the message and/or any information contained therein may not be used, copied or disclosed to anyone. Messages received in error must be deleted following notification of the error to Quantumed.
- 18.2. Unauthorised disclosure and/or use of information contained in the email/s may result in civil and criminal liability. Everything in the email/s and attachments relating to the official business of Quantumed is proprietary to the company.

- 18.3. Caution should be observed in placing any reliance upon any information contained in the email/s, which is not intended to be a representation or inducement to make any decision in relation to Quantumed.
- 18.4. No employee and/or agent is authorised to conclude any binding agreement on behalf of Quantumed with another party by email without express written and signed confirmation on a letterhead by a director of Quantumed. Furthermore, no attachments or written “agreements” within any email/s are legally binding unless stated by a director of Quantumed on a signed letterhead.
- 18.5. Any decision taken based on the information provided in the email/s, should only be made after consultation with appropriate legal, regulatory, tax, technical, business, investment, financial, and accounting advisors. The email address of the sender may not be used, copied, sold, disclosed, or incorporated into any database or mailing list for spamming and/or other marketing purposes without the prior consent of Quantumed.
- 18.6. Neither the sender of the email/s, nor Quantumed shall be liable to any party for any direct, indirect or consequential damages, including, without limitation, loss of profit, interruption of business or loss of information, data or software or otherwise. No warranties are created or implied that an employee of Quantumed and/or a contractor of Quantumed is authorised to create and send the email/s.

## 19. Recordings

- 19.1. For quality, training, safety, security, compliance and/or but not limited to legal reasons Quantumed may record all communications clients have with its employees conducted on our business communication devices.
- 19.2. For quality, training, safety, security, compliance and/or but not limited to legal reasons Quantumed may record all visual and/or audio interactions clients have with its employees conducted in/on and/or near any of our business premises and/or but not limited to when conducting business relating to/with Quantumed outside of our business premises.

## 20. Changes to these Terms and Conditions

- 20.1. Quantumed may, in its sole discretion, change any of these Terms and Conditions at any time.
- 20.2. It is the responsibility of the client to regularly check these Terms and Conditions and satisfy themselves with any changes. Should the client not be satisfied, he/she must not place any further orders with Quantumed, or in any other way use, the Quantumed Website/s.
- 20.3. Any such change will only apply after the change is uploaded on the website/s. If the client uses the Website/s after such amended Terms and Conditions have been uploaded on the website/s, the client will be deemed to have accepted such changes.

## 21. Governing Law and Jurisdiction

- 21.1. These Terms and Conditions and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the RSA.

## 22. General

- 22.1. Quantumed may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Quantumed Website/s or the user's right to use the Quantumed Website/s or any of its contents subject to us processing any orders then already made by the client. .
- 22.2. The client may not cede, assign, or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 22.3. Any failure on the part of the client or Quantumed to enforce any right in terms hereof shall not constitute a waiver of that right.
- 22.4. If any term or condition contained herein is declared invalid, the remaining Terms and Conditions will remain in full force and effect.
- 22.5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- 22.6. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 22.7. These Terms and Conditions contain the whole agreement between the client and Quantumed, and no other warranty or undertaking is valid, unless contained in this document between the parties.