

MEDICAL INNOVATIONS (PTY) LTD (1967/002540/07) (MI) WEBSITE TERMS OF SALE OF GOODS**1. INTRODUCTION**

- 1.1. These Terms of Sale of Goods contain the terms and conditions for the use of this MI website for the purchase of goods and services (hereinafter "Goods").
- 1.2. In terms of section 11 of the Electronic Communications and Transaction Act 25 of 2002, as amended (hereinafter "ECTA") these terms and conditions are binding and enforceable against all persons that access this MI website or any part thereof to purchase or make use of any of the Goods of MI.
- 1.3. If you do not accept these Website Terms of Sale of Goods, you cannot purchase Goods on this website, as your further use will mean that you have accepted the MI Website Terms of Sale of Goods as stated herein.

2. AUTHORISATION

- 2.1. You hereby confirm that you are authorised to create a profile or account for the ordering of the Goods, to make purchases and payment and that the personal information and profile settings provided by you on this website are true and correct. You further confirm that should you be making any changes to the personal information, profile settings, the online order or payment method of another account holder, you are authorised thereto.
- 2.2. You further indemnify MI against any damages, loss or costs incurred if not so authorised and MI shall not be held liable in any manner whatsoever.
- 2.3. You agree that you will retain responsibility for the safekeeping by you of your password/pin for access to your profile/account. MI shall not be responsible in any manner whatsoever in the event of your failure to do so.

3. GOODS DESCRIPTION, PRICING AND PAYMENT

- 3.1. MI uses best effort to ensure that the Goods description, the pricing of the Goods and the delivery fees are as accurate, current and complete as possible at all times. Notwithstanding the aforesaid, MI does not warrant that the aforesaid information is always error-free.
- 3.2. Payment for the Goods shall be made via the website on acceptance by you of the order details and you can use the different payment methods available on the website. An order will be accepted by MI on clearing of the funds. MI attempts to ensure that the payment system is sufficiently secure in accordance with accepted technological standards at the time of the transaction. MI shall however not be responsible for your loss of funds due to the illegal, fraudulent or intentional actions of third parties.

4. DELIVERY

- 4.1. You may opt for collection of the Goods ordered at MI's premises or for delivery of the Goods. You may expect delivery within 5 -7 days, depending on your delivery address. Expedited delivery can be requested, which will be at an additional cost.
- 4.2. The cost for delivery will be for your account and will be charged according to the applicable charges from time to time, depending on your selected delivery address and your requested delivery time. Where no costs are stipulated on the website, you must obtain a quote via email at: sales@medicalinnovations.co.za first.

- 4.3. Delivery will be made to you calculated from the date that you have completed and submitted the order via the website and have made payment. Delivery will be made at the address specified in your online order.
- 4.4. You must sign the delivery note on delivery of the Goods to you which shall be proof that the Goods were delivered at the quality and quantity as stated hereon and with that ordered by you. The onus shall then be on you to prove the contrary. On delivery, the risk of damage to, destruction or theft of the Goods will pass to you.
- 4.5. MI shall not be liable for any loss or damage whatsoever due to any failure by it to deliver the Goods (or any of them) promptly or at all. MI shall not be liable for any loss or damage of whatsoever nature which you may suffer as a result of any incorrect delivery.
- 4.6. You must immediately notify MI by email at the following email: sales@medicalinnovations.co.za if the Goods are not received within 7 (five) days of the agreed delivery date as stipulated in your order.
- 4.7. If you wish to elect your own method of delivery of the Goods, you shall be liable for the costs thereof and risk to the Goods shall pass to you on collection by your courier/agent/you at point of collection from MI's premises.

5. GOODS RETURN POLICY

- 5.1. Goods are sold strictly on a non-returnable basis with certain limited exceptions and conditions set out below.
- 5.2. You shall be entitled to return Goods to MI and be entitled for a refund only under the following circumstances:
 - 5.2.1. Where the provisions of the Consumer Protection Act 68 of 2008 (hereinafter "CPA") and the ECTA allow you to do so.
 - 5.2.2. The incorrect Goods have been supplied.
 - 5.2.3. The Goods received are found to have been damaged prior to delivery.
 - 5.2.4. The Goods received are defective/faulty.
 - 5.2.5. If a recall on a particular Good has been announced and recalled by MI.
- 5.3. in compliance with the CPA, MI will allow a Consumer (subject to section 6.2 below) i) to return Goods within 7 (seven) working days of delivery, provided the Goods are returned in their original packaging, in proper working order and in their original condition. ii) to return the Goods within 6 (six) months of the delivery if the Goods malfunction, are unsafe or defective and the Consumer will be upon return of the Goods be entitled to a refund, repairs or a replacement of the Goods. MI reserves the right to first test the Goods to ascertain the cause for and presence of the malfunction or defect. A Consumer is (i) a natural person; or (ii) a juristic person whose asset value or annual turnover at the time of transaction does not equal or exceed the threshold value.
- 5.4. Should you wish to return any Good(s) and are entitled to in terms of section 5.2 and 5.3, a request must be lodged with MI within 7 (seven) days of delivery, via this website or by email at: sales@medicalinnovations.co.za and a detailed explanation must be provided for the return and request for refund.
- 5.5. A refund (if applicable) will only be issued if the Goods set out in section 5.2 and 5.3, are returned to MI, costs of return whereof may be for your account.
- 5.6. No refund will be issued in respect of Goods returned for the following reasons:
 - 5.6.1. Any "cold chain" or "temperature sensitive" Goods that are required to be stored below ambient temperature.
 - 5.6.2. Discontinued Goods or Custom Goods.
 - 5.6.3. The Goods in question have reached or exceeded their expiry date.

- 5.6.4. The Goods are not in the same condition in which they were supplied by MI, i.e., broken pack, soiled, damaged by you, used by you inconsistent with specifications or unsellable or not re-usable for any other reason.
- 5.6.5. Goods which have a shelf life of less than 3 (three) months.
- 5.6.6. Goods which are found not to have been damaged by MI prior to delivery or are not found to be defective or faulty after inspection and/or testing by MI. MI reserves the right to first test the Goods to ascertain the cause for the malfunction or defect and/or whether same is present. No returns will be accepted and no refunds will be passed in the absence thereof, in MI's sole discretion, unless permitted in accordance with prevailing legislation.
- 5.7. You may be charged up to a 20% (twenty percent) handling fee for Goods returned which do comply with the criteria set out in section 5.2 above. Additional fees for damaged Goods or parts that need rework may also apply.
- 5.8. Where applicable, refunds will be made to you through the same payment method used by you for the purchase of the Goods. MI reserves the right to choose another refund method and will contact you in the event thereof.

6. WARRANTIES AND LIABILITY

- 6.1. Subject as expressly provided in herein, the Goods are provided "as is" and MI's warranties, conditions or other terms, whether implied or made expressly contained herein or by law, and made by MI relating to the quality and/or fitness for the purposes of the Goods are excluded to the fullest extent permitted by law.
- 6.2. MI shall be under no liability in respect of any damage to Goods or obligated to accept returns, repair, replace or refund any Goods under any legislation or otherwise in the event of damage to the Goods arising from abuse and misuse, fire or accident, wilful and accidental damage or negligence by you, abnormal working conditions, failure to follow MI's instructions, misuse or unauthorised installation, alteration or repair of the Goods and use of the Goods for purposes other than for which they were manufactured.
- 6.3. MI shall, to the extent permitted, pass through to you such warranties as are provided to MI for the Goods. The manufacturer's warranty passed through by MI to you hereunder, if any, shall be in lieu of any other warranty, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose.
- 6.4. You hereby indemnify, defend, and hold harmless MI, its affiliates and subsidiaries and each of their respective officers, directors, employees and agents from and against any and all claims, demands, proceedings, actions, liabilities, losses, damages, costs or expenses of any kind incurred or sustained as a result of, or arising out of, or relating to: (i) use of the Goods by you in breach of any applicable laws and regulations in respect of the Goods; (ii) infringement of any patent, copyright or other third party intellectual rights relating to the Goods by you; or; (iii) any other breach of these conditions by you.
- 6.5. MI shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for (i) any indirect or consequential losses special, incidental or pure economic loss, costs, damages, charges or expenses of whatsoever kind or nature arising out or in connection with the terms and conditions herein agreed (including loss of profit, loss of use, loss of production, loss of business, loss of business opportunity, loss of business revenue and loss of goodwill, loss of goods, loss of contract and loss of corruption of data and information) (ii) any loss, cost, damage, loss of revenue, loss of profit or loss of use, incurred or suffered by you or any third party resulting from a defect, infringement or alleged infringement, an incident, the failure of the Goods and or any failure to perform according to the Contract even if MI was advised of the

possibility of such damages. You shall defend, indemnify, and hold MI harmless from and against any claim based on such damage, loss or cost.

- 6.6. Nothing in these conditions shall exclude or limit the liability of MI for: (i) death or personal injury caused by MI's negligence; or (ii) fraud or fraudulent misrepresentation; or (iii) any matter in relation to which it would be unlawful for MI to exclude or attempt to exclude its liability.
- 6.7. You shall be liable to the MI for all legal expenses incurred by MI in the event of any default or breach by the you of these terms and conditions, including any tracing, collection or valuation fees incurred. legal costs on the attorney-own client scale and interest on any overdue amounts owing to MI from date on which they became due and owing.

7. APPLICABLE LAW AND JURISDICTION

- 7.1. These terms and conditions shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 7.2. You consent in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) to the jurisdiction of the Magistrate's Court, for the determination of any action or proceeding otherwise beyond the jurisdiction of the said Court. It is hereby expressly understood that MI shall be entitled to bring any action in any other competent Court, which has jurisdiction over you. Notwithstanding the aforesaid MI shall be entitled, in its sole discretion, to institute proceedings out of the High Court of South Africa (Western Cape High Court) to whose jurisdiction you hereby submit.

8. DISCLOSURE AND PROTECTION OF PERSONAL INFORMATION

- 8.1. You understand that the personal information given by you on this website for the creation of your profile/account and purchase or use of the Goods may be used by MI for the purposes of assessing your credit worthiness and/or processing your order(s) and you consent thereto. You confirm that the information given is accurate and complete. You further agree to update the information supplied, as and when necessary, in order to ensure the accuracy and completeness of the above information, failing which MI will not be liable for any inaccuracies or lack of completeness of information.
- 8.2. In compliance with the Protection of Personal Information Act 2013 (POPI) you agree that MI may obtain personal information on this website for the fulfilment of its rights and obligations contained herein and may further only process such information for the specific purposes of complying with its obligations in terms hereof. If personal information is processed for additional purposes beyond the original purpose for which it was obtained, explicit written consent must be obtained beforehand from you.
- 8.3. Performing the obligations as set out herein , the parties will at all times: (i) comply with the provisions of all laws, which regulate the protection of personal data, including but not limited to the POPI Act; (ii) comply with all laws, policies, and procedures relating to the protection, storage, handling, privacy, processing and retention of data as well as the destruction of data, including personal data; (iii) ensure that it shall not sell, offer for sale or dispose of or attempt to dispose of or create or allow the encumbrance over any personal data; (iv) ensure that it does not disclose personal data other than in terms of these terms and conditions; (v) ensure that it processes data for only the express purpose for which it was obtained; (vi) ensure that it has all reasonable technical measures in place to protect the personal data of the other from unauthorised access and/or use.

9. FORCE MAJEURE

- 9.1.** If MI cannot deliver some or all the Goods for any reason beyond its control, including and without being limited to lack of instruction(s) from you, stock shortage(s), industrial dispute or breakdown, government action, state of war, riot, civil disturbance or any other act of God, MI may in its sole discretion, cancel the whole or any part of any order(s) so affected forthwith. In the event of such cancellation, MI shall not be liable to you for any loss and/or damage whether in contract or whether in delict, (including, without being limited thereto, any loss of profits) and/or any indirect and consequential damages thereby caused. MI shall under no circumstances whatsoever be liable to you for any loss and/or damage (consequential or otherwise) as a result of any act or omission on your behalf howsoever arising and you indemnify MI against any claim in this regard whatsoever.

10. INTELLECTUAL PROPERTY RIGHTS

The specifications and designs of the Goods (including the copyright, design right and other intellectual property in them) and any improvements, alterations or modifications to the Goods, shall as between the parties be and remain the exclusive property of the Company.

11. NOTICE FOR COMPLAINTS AND DOMICILIUM CITANDI ET EXECUTANDI

- 11.1.** You may lodge any complaints concerning the Goods and services provided by MI at the following email address: sales@medicalinnovations.co.za.
- 11.2.** The parties choose as their domicilia citandi et executandi for all purposes herein, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:
- 11.3. MI:**
Physical: 7 Cyclonite Street, The Interchange, Somerset West 7130
E-mail: sales@medicalinnovations.co.za
Attention: The Chief Executor Officer
- 11.4. You:**
At the addresses as set out in your profile/account on this MI website and in the absence thereof, your order.
- 11.5.** Any notice or communication required or permitted to be given in terms of hereof shall be valid and effective only if in writing but it shall be competent to give notice by e-mail.
- 11.6.** Any party may by notice to any other party change the physical address chosen as its domicilium citandi et executandi vis-à-vis that party to another physical address or its e-mail address, provided that the change shall become effective vis-à-vis that addressee on the 10th(tenth) business day from the receipt of the notice by the addressee.
- 11.7.** Any notice to a party: (i) sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 10th(tenth) business day after posting (unless the contrary is proved); or (ii) delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or (iii) sent by e-mail to its chosen e-mail address stipulated in 10.3 or 10.4 (as applicable) shall be deemed to have been received on the date of despatch (unless the contrary is proved).

11.8. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

12. GENERAL

- 12.1.** Any provision in these terms and conditions which is or may become illegal, invalid or unenforceable in any jurisdiction affected hereby shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto and severed from the balance of these terms and conditions, without invalidating the remaining provisions of this hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- 12.2.** MI may amend any clause of this Contract unilaterally and update you accordingly.
- 12.3.** No agent or employee, other than a director or company executive, has the MI's authority to alter or vary these conditions.
- 12.4.** You may not rely on a representation which you claim persuaded you to enter into this transaction and/or transactions with MI unless the representation is in writing and duly authorized by a director of MI.