

**1. General**

These terms and conditions form a legally binding agreement between you and Geistlich. By placing an order with Geistlich (using whichever method), or by accessing and using the Geistlich online [*e-Shop*] (e-Shop), you acknowledge and agree to be bound to these terms and conditions and our policies and procedures as amended from time to time and available at <https://www.geistlich.co.nz> (Website).

**2. Privacy Statement**

Our Privacy Statement is set out at our Website and shall apply to you in connection with the supply of goods and services by Geistlich, and your use of the Website and e-Shop.

**3. Orders**

3.1 Any order for goods or services placed by you is an offer by you to purchase goods or services from Geistlich for the price stated at the time of placing the order. You must provide Geistlich with any additional details and/or confirm your details if requested by Geistlich and must ensure that any such details are complete, current and accurate.

3.2 All orders are subject to acceptance by Geistlich in writing or by performance.

3.3 Geistlich may, in its sole and absolute discretion, reject any order (including, without limitation, where any good or service in the order is unavailable, if there is an error or omission in the price or description of the good or service in the Geistlich e-Shop, or payment in respect of the order is unable to be processed).

3.4 Geistlich may cancel the whole or any part of an order at any time without any liability to you if:

- (a) any good or service supplied by Geistlich is not available;
- (b) there is an error or omission in the price or description of any good or service in the order on the Website or in the e-Shop;
- (c) Geistlich reasonably believes you are in breach of any term or condition of this agreement;
- (d) you become insolvent or enter into any form of insolvency administration); or
- (e) payment in respect of the order is unable to be processed.

3.5 If your order is rejected or cancelled in whole or in part, Geistlich will endeavour to provide you with written notice of such rejection or cancellation within a reasonable time and refund any amounts received for such rejected or cancelled order, after offsetting any amounts against any liability you have to Geistlich.

3.6 Orders for products supplied by Geistlich may be placed by:

- (a) free call in New Zealand to 0800 500 043 to our Customer Care team between 9:00am – 5:00pm. Please quote your customer number or business name and address;
- (b) emailing your purchase order to [info@geistlich.co.nz](mailto:info@geistlich.co.nz). Please include your name, business name, department (if applicable) and telephone number (including extension) so that we may verify your order, if necessary;
- (c) faxing a completed order form to our Customer Care team at 0800 500 044; or
- (d) entering the order online via the e-Shop.

3.7 Geistlich gives no guarantee that it will have the necessary stock on hand to fulfil all orders. Where the necessary stock is not on hand, Geistlich will fulfil the order once it has the necessary stock available.

3.8 All prices of goods and services supplied by Geistlich are subject to change without notice. To avoid doubt, changes to prices does not retrospectively affect orders that have already been placed and accepted.

**4. Payment**

4.1 Invoices for orders are payable by electronic funds transfer within 30 days of the invoice date to the following account:

Account Name	Bank	BSB	Account	SWIFT Code
Geistlich Pharma New Zealand Ltd	ANZ	06-0225	0397715-00	ANZBNZ22

4.2 You may not withhold payment of any part of the purchase price of an order invoice because of any dispute or claim.

4.3 Payment of invoices by credit card will attract the following surcharges:

**VISA / Mastercard: 1.15%    AMEX: 1.95%**

**Instant payments of e-Shop orders using VISA / Mastercard are exempt of credit card surcharges.**

4.4 Any payment of an invoice made after the due date stated on the invoice will attract interest at a rate of 18% per annum (accrued daily). Any accrued interest is due and payable immediately, together with the full amount of any overdue invoice.

4.5 Debtors will be liable for recovery of all legal fees such as statutory demand, filing fees, wind-up/liquidation fees, interest fees, etc.

4.6 Notwithstanding any other provision in these terms and conditions, Geistlich may, in its sole discretion, require payment by credit card, or in advance of shipment.

**5. Accounts**

Geistlich reserves the right:

- (a) to maintain a credit limit on all accounts up to a limit determined by Geistlich in its sole discretion;
- (b) to cancel or reject an order if accepting the order would result in an applicable credit limit being exceeded;
- (c) not to ship an order until full payment in cleared funds has been received by Geistlich; and
- (d) not to ship an order where an invoice remains unpaid after its due date until full payment in cleared funds (including interest) has been received by

Geistlich and the account is in good standing.

**6. Shipping and Delivery**

6.1 Subject to acceptance of an order by Geistlich:

- (a) orders received before 2:30pm on a business day will generally be despatched the same day for delivery to metropolitan areas by 5:00pm within 1-2 business days; and
- (b) orders received on a day that is not a business day will be processed on the next business day.

6.2 Ambient temperature orders, valued at less than \$350.00 (incl. GST), to North Island will attract a freight charge of \$23.50 plus GST. Ambient temperature orders, valued at less than \$450.00 (incl. GST), to South Island will attract a freight charge of \$47.00 plus GST.

6.3 2C-8C temperature-sensitive orders (1-4 units), regardless of order value, will attract a freight charge of \$35.00 plus GST to North Island and \$55.00 plus GST to South Island.

6.4 2C-8C temperature-sensitive orders (5+ units), regardless of order value, will attract a freight charge of \$55.00 plus GST to North Island and \$75.00 plus GST to South Island.

6.5 Geistlich may, from time to time, in its sole discretion, change the freight charge amounts without notice.

6.6 Geistlich may require the person accepting delivery of your order to provide proof of identity and/or proof of payment. If no one accepts delivery of your order at the delivery address, Geistlich will endeavour to contact you to arrange for delivery at a different time. Geistlich may charge you an additional delivery fee for the re-delivery of your order. You acknowledge and agree that any person at the delivery address who receives the products is authorised by you to receive your order.

6.7 Risk in products ordered by you shall pass to you upon delivery of the product.

**7. Product Expiry**

All products will have at least 12 months expiry at the time of despatch. For any shorter expiry products, our Customer Care team will check that you are happy to accept the shorter expiry, and this will be confirmed in the order notes. No returns will be accepted thereafter for any such products.

**8. Returns Policy**

Subject to the warranty provisions below, due to the nature of our products (Class III medical device, temperature-monitored storage required) Geistlich will not accept any returns unless you have received a product in error from us and notify us within 72 hours of receiving the product.

**9. Damages in Transit**

9.1 If products arrive in broken or damaged condition you must request that the transportation company's agent note "damaged" or "broken" on the freight bill.

9.2 You must inform Geistlich in writing of any damaged products within 72 hours of delivery of the products. Enquiries may be made to Geistlich's Returns Department on 0800 500 043.

9.3 Damaged products must remain in the original packaging for inspection by Geistlich. If Geistlich determines that the product has been damaged in transit, it may determine to replace or provide credit for the damaged product. Replacement or credit for defective or damaged products shall be the only remedy available to you from Geistlich.

**10. Force Majeure**

Geistlich will not be liable for any failure to perform on a contract or to supply any product due to strikes, fires, explosions, flood, riot, lock out, injunction, acts of God, interruption of transportation, unavoidable accidents, equipment down time inability to obtain supplies, finished product and/or raw materials, product recalls or regulatory problems, or any other cause beyond the control of Geistlich.

**11. Limited Warranty**

Geistlich warrants its products to be free from defects in manufacturing and from any other defects as at the time of shipment through to the expiration date shown on the product and/or package, provided that the product is used in accordance with the package inserts and as directed by licensed healthcare practitioners. To the fullest extent permitted by law, all other warranties, either expressed or implied, are expressly disclaimed.

**12. Limitation of Liability**

12.1 Geistlich's liability in connection with the limited warranties set out above, or any implied warranty that cannot be excluded by law, is limited to, at Geistlich's election:

- (a) the resupply of the product; or
- (b) the cost of having the product resupplied.

12.2 Without limiting the foregoing, to the fullest extent permitted by law, Geistlich excludes any and all liability for any loss or damage suffered by you (including consequential or indirect loss) as a result of, or in connection with the supply of products by Geistlich.

**13. Terms Prevail and Amendments**

13.1 Unless expressly stated otherwise, these terms supersede any and all prior or contemporaneous agreements or understandings relating to the subject matter.

13.2 Geistlich may amend these terms and conditions at any time. Any amendments to these terms and conditions shall be effective immediately upon notification on the Website. Your continued use of the Website or e-Shop, or placing of orders, shall constitute acceptance by you of the terms and conditions as amended.

**14. Governing Law**

These terms are subject to the laws of New Zealand.