

Terms and Conditions of sale

IMPACTFUL CONCEPTS PTY LTD – Trading as Saint James Medtech

ABN	89 683 584 303
Document	SJD001
Version	2.0
Last revised	10 Nov 2025

These Terms and Conditions of Sale ("Terms") govern all quotations, orders, and sales by Saint James Medtech (Impactful Concepts ABN 89 683 584 303, trading as Saint James Medtech). By placing a purchase order, the customer ("Customer") agrees to be bound by these Terms.

Definitions:

Saint James Medtech refers to “Impactful Concepts (ABN 89 683 584 303), trading as Saint James Medtech”

1.0 Primary contact

- 1.1 Email: info@sjmedtech.com.au
- 1.2 Phone: 0424 750 576
- 1.3 Website queries: www.sjmedtech.com.au
- 1.4 Business hours are 8:00am to 5:00pm AEST

2.0 Quotations

- 2.1 Please send quote requests to info@sjmedtech.com.au.
- 2.2 Prices given over the phone or verbally in person are not binding. Official quotes will be sent in pdf format with an official Saint James Medtech quote number.
- 2.3 Quotes expire on the stated date and Saint James Medtech may refuse orders referencing expired quotes.

3.0 Purchase orders

- 3.1 Purchase orders and purchase order inquiries are to be sent to orders@sjmedtech.com.au
- 3.2 Saint James Medtech reserves the right to cancel an order at any time.
- 3.3 Purchase orders must clearly display the delivery address for goods and email address for invoices.

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Impactful Concepts

4.0 Lead times & Deliveries

- 4.1 Saint James Medtech aims to dispatch orders received prior to 12:00pm AEST same day when stock permits.
- 4.2 Risk of lost or damaged goods passes to the customer at the point of delivery.
- 4.3 Title (ownership) to goods remains with Saint James Medtech until full payment has been received. Risk of loss or damage passes to the customer upon delivery.
- 4.4 Delivery of goods may be withheld if a customer's account is not current.
- 4.5 Saint James Medtech will advise ETAs to the best of their ability at the time of quotation. ETAs are subject to change.
- 4.6 If the purchaser requires ship & bill the order once complete, this must be clearly marked on the purchase order.

5.0 Invoicing

- 5.1 Invoices are due for payment within 10 business days of delivery, unless both parties agree upon a different term prior to the purchase order being sent.
- 5.2 Invoices not paid within 10 business days will incur an additional charge of 0.5% of the net order value excluding freight per day until payment is received in full.

6.0 Warranties

- 6.1 Saint James Medtech shall be responsible for delivering goods that:
 - 6.1.1 Are free from manufacturing defects
 - 6.1.2 Are free from damage incurred during transport to the customer
 - 6.1.3 Conform with catalogued diagrams.
- 6.2 Any non-conformance, damage or non-conformance must be reported to Saint James Medtech within fourteen (14) days of the delivery.
- 6.3 All goods sold by Saint James Medtech have a twelve (12) month warranty period for manufacturer's defects.
- 6.4 All suspected manufacturers defects must be reported to the orders@sjmedtech.com.au email address.
- 6.5 Once a warranty claim is accepted, Saint James Medtech will offer either a credit or replacement of the defective goods, with the customer choosing either replacement or credit.
- 6.6 Claims for goods that have been damaged as a result of mis-use may not be accepted by Saint James Medtech.

7.0 Returns

- 7.1 Return requests must be raised within 10 business days of delivery.

- 7.2 Saint James Medtech reserves the right to refuse return requests raised later than 10 business days.
- 7.3 Saint James Medtech reserves the right to refuse return requests raised for Made-to-order and custom instruments.
- 7.4 Made-to-order and custom instruments that are returned will incur a restocking fee of 35% of the total amount invoiced excluding freight.
- 7.5 Products that have been custom etched as per customer request will not be able to be returned.
- 7.6 Saint James Medtech reserves the right to refuse 'change of mind' return requests.
- 7.7 Returns that are accepted will have a credit applied to the purchaser's account within 14 business days of the goods being returned to Saint James Medtech head office 130 St James Rd Bondi Junction.

8.0 Regulatory

- 8.1 All medical devices sold by Impactful Concepts (Trading as Saint James Medtech) are registered with the Therapeutic Goods Administration of Australia where necessary.

9.0 Limitation of Liability

- 9.1 To the extent permitted by law, Saint James Medtech's liability for any claim relating to the goods (including negligence) is limited to the replacement of the goods, the supply of equivalent goods, or a refund of the price paid.
- 9.2 Saint James Medtech shall not be liable for any indirect, special, or consequential loss (including loss of profit or revenue).

10.0 Force Majeure

- 10.1 Saint James Medtech shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including but not limited to natural disasters, government restrictions, transport delays, or supply chain disruptions

11.0 Governing Law and Dispute Resolution

- 11.1 These Terms are governed by the laws of New South Wales, Australia. Any disputes shall first be resolved in good faith by negotiation between the parties, and failing that, in the courts of New South Wales.

12.0 Privacy

- 12.1 Saint James Medtech will collect and store customer information solely for the purpose of fulfilling orders and providing after-sales service, in accordance with the Privacy Act 1988 (Cth)

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