

Terms and Conditions of Sale - Flowpresso

THESE TERMS AND CONDITIONS OF SALE (“TERMS”) CONSTITUTE A BINDING AGREEMENT BETWEEN THE PURCHASER (“YOU”) AND MEDELLA HEALTH LIMITED (“MEDELLA HEALTH”). PLEASE READ CAREFULLY THROUGH ALL SECTIONS OF THESE TERMS. BY PURCHASING A FLOWPRESSO LCD10 SUIT (“FLOWPRESSO”), YOU ACKNOWLEDGE THAT YOU AGREE TO THESE TERMS.

1. Definitions

“Effective Date” means the date of purchase of the Flowpresso.

“Terms” means these Terms and Conditions of Sale and Exhibit A hereto.

“Trademarks” means all trademarks, service marks, logos, brand names, trade names, domain names and/or slogans used by Medella Health in connection with Flowpresso from time to time (whether registered or unregistered).

2. Refusal or Cancellation of Orders

- 2.1. Medella Health reserves the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.
- 2.2. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

3. Intended Users

The Flowpresso LCD10 combines head and compression therapy and is intended to treat post traumatic and post-surgical conditions for which localized therapy therapy are indicated. The Flowpresso LCD10 is intended to be used by, or on the order of, licensed health care professionals based in rehabilitation facilities, outpatient clinics and athletic training settings.

- 3.1. **Intended Users.** You agree that in purchasing the Flowpresso LCD10, you will only permit a licenced healthcare practitioner to use it in the settings outline above.
- 3.2. **Training.** You agree that in purchasing the Flowpresso LCD10, you will require the licenced healthcare practitioner to complete the Medella Health’s training and obtain Flowpresso certification, prior to use.
- 3.3. **Health Practitioner.** The name of the licenced healthcare practitioner supervising the Flowpresso LCD10 must be provided when you place the order for it be processed.

4. Shipment

- 4.1. Medella Health shall be responsible for packaging Flowpresso for shipment and shall bear the cost of shipment of Flowpresso to You.
- 4.2. You shall promptly inspect the Flowpresso upon receipt to determine whether any items included in the shipment are in short supply, defective, or otherwise not in conformance with these Terms.
- 4.3. Within seven (7) days of receipt of such Flowpresso, You will notify Medella Health of any shortages, defects, or non-conformance, and Medella Health will promptly replace such items free of charge. If You fail to notify Medella Health within the specified time, the shipment will be deemed to be compliant with these Terms and that You have accepted the Flowpresso.
- 4.4. Title to the Flowpresso shall pass to You upon delivery.

5. Returns

Medella Health strives to provide customers with high-quality products and exceptional service. If for any reason you are not completely satisfied with your Flowpresso suit purchase, we offer a straightforward returns policy.

- 5.1. Flowpresso will be accepted by Medella Health for credit, exchange or repair, at Medella Health's discretion within 30 days from the date of shipment.
- 5.2. To be eligible for a refund, the Flowpresso must be in its original condition, unused, and in the same packaging as received.
- 5.3. Returns must be initiated within 30 days from the date of shipment.
- 5.4. You are responsible for the cost of return shipping unless the return is due to a defect in the product or an error on Medella Health's part.
- 5.5. All returns are subject to a 15% to 25% restocking fee.
- 5.6. All returns must comply with Medella Health's Returns Policy.

6. Responsibilities of Medella Health

In addition to any other responsibilities stated in these Terms, Medella Health will:

- 6.1. Provide You with Flowpresso training as deemed appropriate by Medella Health to enable its safe and effective use.
- 6.2. Provide technical support to You and your personnel as deemed reasonably appropriate by Medella Health.

7. Marketing and Promotion

- 7.1. Flowpresso shall not be marketed under any other name or brand without the prior written consent of Medella Health.
- 7.2. You agree to adhere to the promotional guidelines provided by Medella Health, which may be updated from time to time.
- 7.3. Any unauthorized use or alteration of Flowpresso's Brand Identity shall constitute a breach of these Terms.

8. Modifications to Flowpresso

- 8.1. Medella Health reserves the right at any time to modify or discontinue Flowpresso (or any part thereof) without notice at any time. Medella Health shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of Flowpresso.

9. Resale

- 9.1. Should You decide to onsell the Flowpresso, you agree to notify Medella Health of the sale and provide contact details of the new owner.
- 9.2. You acknowledge that the purchase and use of Flowpresso are strictly limited to licensed healthcare practitioners. Unauthorized resale or use of Flowpresso® by unlicensed individuals is strictly prohibited and may result in legal action.

10. Medical Disclaimer

- 10.1. You expressly acknowledge and agree that Medella Health does not provide medical advice and are not a substitute for professional medical diagnosis, treatment or advice or a medical examination. The content of Medella Health's promotional material, including our website, may contain general information relating to certain medical conditions and their treatment. Such information is provided for informational purposes only and is not intended to replace or substitute for advice provided by a physician or other medical provider. You should not use the information provided for diagnosing a health problem or disease.
- 10.2. There is an inherent risk in any therapy that, while providing some health benefits, it can also cause unknown health issues. Application or reliance on the techniques, advice, ideas, and suggestions of any person associated with Medella Health are at your sole discretion and risk.

11. Ownership of Intellectual Property (IP)

- 11.1. Medella Health owns all intellectual property rights associated with Flowpresso, including but not limited to patents, trademarks, copyrights, and trade secrets.
- 11.2. You agree that Medella Health retains all of its right, title and interest in and to all patents, trademarks, trade names, inventions, copyrights, know-how and trade secrets relating to Flowpresso, and the design, manufacture, operation or service of Flowpresso. You shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by Medella Health on or in the Flowpresso.

12. Indemnification and Limitation of Liability

- 12.1. You agree to indemnify, defend and hold harmless Medella Health and its officers, directors, agents, employees, suppliers, subcontractors , contractors and affiliates, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by, the Indemnified Party and made by any third-party due to or arising out of your breach of these Terms or your violation of any law or the rights of a third-party.
- 12.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THESE TERMS OR THE PURCHASE OR USE OF FLOWPRESSO.
- 12.3. Medella Health assumes no liability for claims arising from (i) combination of the Flowpresso or portions thereof with other products not provided by or approved by Medella Health if such liability would not have occurred but for such combination, or (ii) the modification of the Flowpresso or portions thereof unless such modification was made or authorized by Medella Health, when such liability would not have occurred but for such modification.
- 12.4. IN NO EVENT SHALL MEDELLA HEALTH'S LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE AMOUNT PAID BY THE PURCHASER TO MEDELLA HEALTH HEREUNDER.

13. Disclaimer of Warranty

- 13.1. MEDELLA HEALTH MAKES NO WARRANTIES OR CONDITIONS, EXPRESS STATUTORY, IMPLIED OR OTHERWISE, AND MEDELLA HEALTH SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR CUSTOM. NOTWITHSTANDING THE FOREGOING, MEDELLA HEALTH DOES NOT EXCLUDE LIABILITY TO THE EXTENT THAT SUCH LIABILITY MAY NOT BE EXCLUDED OR LIMITED BY LAW.

13.2. Notwithstanding the above, Medella Health warranties are solely contained in Exhibit A.

14. Force Majeure

14.1. Neither Party shall be held liable for any failure to perform that is due to any cause or circumstance beyond the reasonable control of such Party, including without limitation a demand for Flowpresso which exceeds Medella Health's ability to supply them, earthquakes, fire, accidents, floods, storms, other Acts of God, riots, wars, rebellions, strikes, lockouts or other labor disturbances, national or international emergencies, failure to secure materials or equipment from usual sources of supply, failure of carriers to furnish transportation, government rules, regulations, acts, orders, restrictions or requirements or any other cause or circumstance beyond the reasonable control of such Party. No such inability to deliver or delay in delivery shall invalidate the remainder of these Terms.

15. Jurisdiction

15.1. These Terms shall be governed by and construed in accordance with the laws of New Zealand. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of New Zealand.

16. Personal Data

16.1. Medella Health operates internationally. Personal Data of Purchasers can be subject to access requests from governments, courts, or law enforcement in many countries. By purchasing a Flowpresso, you explicitly consent to this risk and to the transfer, processing and storage of your information, irrespective of which country you live in. Your Personal Data may also be transferred in order to fulfil your purchase request.

17. General Provisions

17.1. These Terms constitute the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

18. Headings

18.1. Headings used in these Terms are provided for convenience only and shall not be used to construe meaning or intent.

19. Severability

- 19.1. In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

20. Changes to Terms

- 20.1. Medella Health reserves the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check Medella Health's website periodically for changes. Continued use of Flowpresso following the posting of any changes to these Terms constitutes acceptance by you of those changes.

EXHIBIT A: WARRANTY

Medella Health Ltd, the supplier of Flowpresso, hereinafter referred to as the Guarantor, shall guarantee good quality and proper functioning of the purchased device, if used in the manner appropriate for the purpose therefore and in accordance with the operation manual, and shall provide warranty services subject to the following conditions:

1. This warranty covers the defects resulting from defective parts, materials or manufacturing, if such defects are revealed during the period of 24 months since the date of purchase for the controller, 12 months since the date of purchase for pieces related to compression and 6 months since the date of purchase for pieces related to heat.
2. The device is considered defective if it fails to perform the functions as indicated in the operation manual, technical specification or any other similar documents supplied with the equipment, and the failure is due to internal device characteristics.
3. This warranty is valid only if the product is in its original, untampered condition and remains fully intact, including all labels, serial numbers, and any other identifying marks or components. Any evidence of tampering, removal, alteration, or defacement of labels or components will render this warranty null and void.
4. The Warranty does not cover consumables (suit pieces) or parts of limited regular functionality, if due to natural wear or tear.
5. Guarantor does not guarantee shipment damage from the supplier to the place of the purchaser.
6. Warranty services will be provided under the following conditions:
 - a. Immediately and effectively notify the Guarantor about the device's defects and cease any using of it.
 - b. Owner should provide the original document of purchase or a copy as a base for agreement.
 - c. Owner will provide the serial number of the defective device which must match the serial number sold to the customer.
 - d. The device should be returned to the distribution centre with a detailed and readable description of the technical problem.
 - e. The delivered device should be packaged correctly and appropriately and shipped to the Distribution Centre.
 - f. The shipment to the Distribution Centre must be arranged and paid for by the Customer.
7. The Guarantor reserves the right to charge the Warranty beneficiary with the costs of service, transportation, insurance and customs clearance if the defect does not fall within the scope of the Warranty or the device has not been proven defective.
8. The Warranty does not cover:
 - i. Mechanical or electrical damages resulting from incorrect installation, configuration, usage or other activities inconsistent with the operation manual or contradictory to technical specifications attached to the device;
 - ii. If damages caused by acts of God, floods, fires, lighting or other natural disasters, wars, unexpected events, inappropriate voltage, defective supply materials or other external factors;

- iii. If the device that has been tampered with by the Warranty beneficiary or any other person in any way, including reconfiguration, repair, wilful constructional variations, modifications and adjustments.
 - iv. If the device serial numbers and/or the Guarantor seals damaged or illegible.
 - v. Damages due to the user's fault or lack of knowledge.
9. The Guarantor reserves the right to replace the defective device or its components with a free-of-defects equivalent thereof, provided that such equivalent ensures efficiency and functionality equal to or higher than the original device or component. The replaced defective device or components shall become the property of the Guarantor.
10. The Guarantor shall not be held responsible for any failure in performance of the obligations as stipulated in this Warranty, whenever such failure is caused by a force majeure afflicting the Guarantor or the manufacturer of the device. Force majeure means any event or circumstance beyond reasonable control of the Guarantor which prevents the Guarantor from performing the obligations stipulated in this Warranty, or results in the performance of the Warranty services that is inconsistent with the conditions stated herein, and which could not have been foreseen by the Guarantor acting with the professional accuracy at the moment of assuming obligations under this Warranty.
11. The Guarantor reserves the right to refuse to provide any Warranty services if it would result in a breach of applicable laws.
12. The rights granted by this Warranty shall not include the right of the Warranty beneficiary to claim any lost profits in connection with defects of the device. The Guarantor shall not be held responsible for any material losses caused by the defective product.

Last modified date of these Terms: 19 December 2024